

1 and, (d) the dates and amounts of all payments made on that obligation.

2 Interrogatory No. 27.:

3 With respect to any or all debts that YOU OWED to Citibank/Quicken Platinum Card as of
4 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
5 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
6 increases; and, (d) the dates and amounts of all payments made on that obligation.

7 Interrogatory No. 28.:

8 With respect to any or all debts that YOU OWED to Texaco as of June 30, 2005,
9 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
10 the dates upon which the amount those obligations increased and the amount of such increases;
11 and, (d) the dates and amounts of all payments made on that obligation.

12 Interrogatory No. 29.:

13 With respect to any or all debts that YOU OWED to Valley Forge Life Insurance as of June
14 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
15 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
16 increases; and, (d) the dates and amounts of all payments made on that obligation.

17 Interrogatory No. 30.:

18 With respect to any or all debts that YOU OWED to Verizon as of June 30, 2005,
19 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
20 the dates upon which the amount those obligations increased and the amount of such increases;
21 and, (d) the dates and amounts of all payments made on that obligation.

22 Interrogatory No. 31.:

23 With respect to any or all debts that YOU OWED to Wayne Wise as of June 30, 2005,
24 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
25 the dates upon which the amount those obligations increased and the amount of such increases;
26 and, (d) the dates and amounts of all payments made on that obligation.

KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

1 Interrogatory No. 32.:

2 With respect to any or all debts that YOU OWED to Union Bank of California as of June
 3 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
 4 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
 5 increases; and, (d) the dates and amounts of all payments made on that obligation.

6 Interrogatory No. 33.:

7 With respect to any or all debts that YOU OWED to attorney Jeffrey (Jeff) Smith as of
 8 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
 9 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
 10 increases; and, (d) the dates and amounts of all payments made on that obligation.

11 Interrogatory No. 34.:

12 With respect to any or all debts that YOU OWED to attorney Thomas B. Gorrill as of June
 13 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
 14 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
 15 increases; and, (d) the dates and amounts of all payments made on that obligation.

16 Interrogatory No. 35.:

17 IDENTIFY by name, address, telephone number, facsimile number, and e-mail address, all
 18 PERSONS or entities that made payments on any of YOUR obligations at any time from January
 19 1, 2005 to the date of YOUR response to these INTERROGATORIES, and the dates and amounts
 20 of each such payment.

21
 22 Dated: 11-3-06

23 **KEEHN & ASSOCIATES**
 24 A Professional Corporation

25 By: 

26 L. Scott Keehn
 27 Attorneys for
 28 Petitioning Creditor

KEEHN & ASSOCIATES, APC
 ATTORNEYS AND COUNSELORS AT LAW
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 TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

0175

EXHIBIT D

1 M. Jonathan Hayes (Bar No. 90388)
2 **Law Office M. Jonathan Hayes**
3 21800 Oxnard St, Suite 840
4 Woodland Hills, California 91367
5 Telephone: (818) 710-3656
6 Facsimile: (818) 710-3659
7 jhayes@polarisnet.net

8 **Attorneys for Alleged Debtor**
9 **Francis J. Lopez**

10 **UNITED STATES BANKRUPTCY COURT**
11 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

12 **In re:**

13 **FRANCIS J. LOPEZ,**

14 **Alleged Debtor.**

15 **CASE NO.: 05-05926-PBINV**

16 **Involuntary Chapter 7**

17 **SUPPLEMENT TO RESPONSE TO**
18 **REQUESTS FOR ADMISSION**
19 **PROPOUNDED TO ALLEGED**
20 **DEBTOR FRANCIS J. LOPEZ (PHASE**
21 **II)**

22 **JUDGE: Hon. Peter W. Bowie**
23 **DEPT.: 4**

24 **PROPOUNDING PARTY: Petitioning Creditors**

25 **RESPONDING PARTY: Alleged Debtor Francis J. Lopez**

26 **SET NO.: ONE (1) / Phase II**

27 **REQUESTS FOR ADMISSION**

28 **REQUEST FOR ADMISSION NO. 1:**

Admit you received no cash payments from NOVEON between January 1, 2005 and July 1, 2005.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

2 Deny.

3 **REQUEST FOR ADMISSION NO. 2:**

4 Admit that YOU were not employed by any PERSON or entity other than Noveon between
5 January 1, 2005 and July 31, 2005.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

7 Admit.

8 **REQUEST FOR ADMISSION NO. 3:**

9 Admit that you were not engaged as an independent contractor for any person or entity
10 other than NOVEON between January 1, 2005 and July 31, 2005.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

12 Deny.

13 **REQUEST FOR ADMISSION NO. 4:**

14 Admit that you had no contractual relationship of any kind that entitled you to receive
15 remuneration of any kind based upon services that YOU rendered at any time between
16 January 1, 2005 and July 31, 2005.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

18 Deny.

19 **REQUEST FOR ADMISSION NO. 5:**

20 Admit that with respect to the STANLY JUDGMENT, YOU never requested a stay of
21 enforcement pending YOUR appeal of that judgment.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

23 Deny, to the extent that a stay of enforcement was requested, and granted, in Florida.
24 However, that stay of enforcement was related to the automatic stay in effect as a result of
25 Stanly filing the involuntary petition against me.

26 **REQUEST FOR ADMISSION NO. 6:**

27 Admit that at some time after June 14, 2004 and before June 14, 2005, the RESIDENCE
28 was refinanced.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

2 Admit.

3 **REQUEST FOR ADMISSION NO. 7:**

4 Admit that YOU authorized Joseph Fischbach, as your attorney, to sign the stipulation that
5 caused Richard M. Kipperman to be appointed as the receiver of Prism in the PRISM
6 RECEIVERSHIP, a copy of which is attached hereto as Exhibit 1.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

8 I do not know how to answer. I agreed as CEO of Prism.

9 **REQUEST FOR ADMISSION NO. 8:**

10 Admit that YOU have not paid any of the fees that were awarded to Richard M.
11 Kipperman on account of services rendered and costs advanced in the PRISM
12 RECEIVERSHIP.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

14 Admit, with the following qualification: Never did Mr. Kipperman request that I pay for
15 any of his services, nor did I ever receive a bill from Mr. Kipperman or his office.

16 **REQUEST FOR ADMISSION NO. 9:**

17 Admit that YOU have filed no objection to any of the fees requested by Richard M.
18 Kipperman on account of services rendered and costs he has advanced in connection with
19 the PRISM RECEIVERSHIP.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

21 Admit, to the extent that Mr. Kipperman's bills and fees were filed with the state court and
22 later with the Prism bankruptcy court. I am informed and believe that Mr. Kipperman did
23 indeed receive payment from the Prism bankruptcy estate.

24 **REQUEST FOR ADMISSION NO. 10:**

25 Admit that YOU signed as a guarantor on the obligations that Prism Advanced
26 Technologies, Inc. ("Prism") incurred under agreements "Equipment Lease Agreement" by
27 and between Herman Miller Capital as lessor and Prism Advanced Technologies as lessee.

28 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

1 Deny.

2

3

4

5 Dated: April 10, 2007

6

7

By: 

M. Jonathan Hayes
Attorneys for Alleged Debtor
Francis J. Lopez

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VERIFICATION

1
2
3 UNITED STATE BANKRUPTCY }
4 COURT FOR THE SOUTHERN } ss.
5 DISTRICT OF CALIFORNIA
6

7
8 I have read the foregoing Responses to the REQUEST FOR SUPPLEMENTAL
9 ADMISSIONS, SET NUMBER ONE / Phase II and know its contents.

10 I am an alleged debtor in this action. The matters stated in the foregoing document
11 are true of my own knowledge except as to those matters which are stated on information
12 and belief, and as to those matters I am informed and believe that they are true.

13 Executed on April 10, 2007, at Destin, Florida.

14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct.
16

17 
18 Francis J. Lopez
19
20
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28

EXHIBIT E

1 M. Jonathan Hayes (Bar No. 90388)
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3 Woodland Hills, California 91367
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jhayes@polarisnet.net

5 Attorneys for Alleged Debtor
Francis J. Lopez

6
7 UNITED STATES BANKRUPTCY COURT
8 FOR THE SOUTHERN DISTRICT OF CALIFORNIA
9

10 In re:

11 FRANCIS J. LOPEZ,

12
13 Alleged Debtor.

) CASE NO.: 05-05926-PBINV

) Involuntary Chapter 7

) RESPONSE TO REQUEST FOR
14 PRODUCTION OF DOCUMENTS

15 JUDGE: Hon. Peter W. Bowie
16 DEPT.: 4

17
18
19 PROPOUNDING PARTY: Petitioning Creditors

20 RESPONDING PARTY: Alleged Debtor Francis J. Lopez

21 SET NO.: ONE (1) / Phase II
22

23
24 Response to Request for Production of Documents
25
26
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28

1 CATEGORY NO. 1:

2 These documents are not in my possession or control.

3 CATEGORY NO. 2:

4 These documents are not in my possession or control.

5 CATEGORY NO. 3:

6 NOT APPLICABLE.

7 CATEGORY NO. 4:

8 NOT APPLICABLE.

9 CATEGORY NO. 5:

10 No responsive documents found.

11 CATEGORY NO. 6:

12 No responsive documents found.

13 CATEGORY NO. 7:

14 See exhibit B, documents 1 and 2. Any other documents related to this request previously
15 provided in response to Phase I request for documents.

16 CATEGORY NO. 8:

17 See exhibit B, documents 1 and 2. Any other documents related to this request previously
18 provided in response to Phase I request for documents.

19 CATEGORY NO. 9:

20 Already provided in response to Phase I request for documents. No additional documents
21 found.

22 CATEGORY NO. 10:

23 Already provided in response to Phase I request for documents. No additional documents
24 found.

25 CATEGORY NO. 11:

26

27

28

1 See Exhibit B, document 3. Any other documents related to this request previously
2 provided in response to Phase I request for documents.

3 **CATEGORY NO. 12:**

4 No responsive documents found.

5 **CATEGORY NO. 13:**

6 See exhibit B, documents 4 through 8. . Any other documents related to this request
7 previously provided in response to Phase I request for documents.

8 **CATEGORY NO. 14:**

9 See exhibit B, documents 4 through 8. . Any other documents related to this request
10 previously provided in response to Phase I request for documents.

11 **CATEGORY NO. 15:**

12 No responsive documents found.

13 **CATEGORY NO. 16:**

14 No responsive documents found.

15 **CATEGORY NO. 17:**

16 See Exhibit B, documents 9 through 11. Any other documents related to this request
17 previously provided in response to Phase I request for documents.

18 **CATEGORY NO. 18:**

19 See Exhibit B, documents 9 through 11. Any other documents related to this request
20 previously provided in response to Phase I request for documents.

21 **CATEGORY NO. 19:**

22 See Exhibit B, documents 12 through 21. . Any other documents related to this request
23 previously provided in response to Phase I request for documents.

24 **CATEGORY NO. 20:**

25 See Exhibit B, documents 12 through 21. . Any other documents related to this request
26 previously provided in response to Phase I request for documents.

27 **CATEGORY NO. 21:**

28

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 CATEGORY NO. 22:

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 CATEGORY NO. 23:

7 See Exhibit B, document 23. Any other documents related to this request previously
8 provided in response to Phase I request for documents.

9 CATEGORY NO. 24:

10 See Exhibit B, document 23. Any other documents related to this request previously
11 provided in response to Phase I request for documents.

12 CATEGORY NO. 25:

13 Already provided in response to Phase I request for documents. No additional documents
14 found.

15 CATEGORY NO. 26:

16 Already provided in response to Phase I request for documents. No additional documents
17 found.

18 CATEGORY NO. 27:

19 Already provided in response to Phase I request for documents. No additional documents
20 found.

21 CATEGORY NO. 28:

22 Already provided in response to Phase I request for documents. No additional documents
23 found.

24 CATEGORY NO. 29:

25 Already provided in response to Phase I request for documents. No additional documents
26 found.

27 CATEGORY NO. 30:

28

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 **CATEGORY NO. 31:**

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 **CATEGORY NO. 32:**

7 Already provided in response to Phase I request for documents. No additional documents
8 found.

9 **CATEGORY NO. 33:**

10 See Exhibit B, documents 28 through 33. Any other documents related to this request
11 previously provided in response to Phase I request for documents.

12 **CATEGORY NO. 34:**

13 See Exhibit B, documents 28 through 33. Any other documents related to this request
14 previously provided in response to Phase I request for documents.

15 **CATEGORY NO. 35:**

16 See Exhibit B, document 34. Any other documents related to this request previously
17 provided in response to Phase I request for documents.

18 **Category No. 36:**

19 See Exhibit B, document 34. Any other documents related to this request previously
20 provided in response to Phase I request for documents.

21 **Category No. 37:**

22 See Exhibit B, documents 35 through 42. Any other documents related to this request
23 previously provided in response to Phase I request for documents.

24 **Category No. 38:**

25 See Exhibit B, documents 35 through 42. Any other documents related to this request
26 previously provided in response to Phase I request for documents.

27 **Category No. 39:**

28

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 **Category No. 40:**

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 **Category No. 41:**

7 Already provided in response to Phase I request for documents. No additional documents
8 found.

9 **Category No. 42:**

10 Already provided in response to Phase I request for documents. No additional documents
11 found.

12 **Category No. 43:**

13 Already provided in response to Phase I request for documents. No additional documents
14 found.

15 **Category No. 44:**

16 Already provided in response to Phase I request for documents. No additional documents
17 found.

18 **Category No. 45:**

19 Already provided in response to Phase I request for documents. No additional documents
20 found.

21 **Category No. 46:**

22 Already provided in response to Phase I request for documents. No additional documents
23 found.

24 **Category No. 47:**

25 Already provided in response to Phase I request for documents. No additional documents
26 found.

27 **Category No. 48:**

28

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 Category No. 49:

4 I will provide the requested documents to the extent that they are in my possession or can
5 be readily obtained, provided that the documents requested are not of a private or
6 privileged nature.

7 Category No. 50:

8 See Exhibit C., statement from Curd Galindo and Smith

9 Category No. 51:

10 No responsive documents found.

11 Category No. 52:

12 No responsive documents found.

13 Category No. 53:

14 No responsive documents found.

15 Category No. 54:

16 Already provided in response to Phase I request for documents. No additional documents
17 found.

18 Category No. 55:

19 Already provided in response to Phase I request for documents. No additional documents
20 found.

21 Category No. 56:

22 No documents in my possession.

23 Category No. 57:

24 No documents in my possession.

25 Category No. 58:

26 No documents in my possession.

27 Category No. 59:

28 No documents in my possession.

1 Category No. 60:

2 See Exhibit B, documents 1 and 2.

3 Category No. 61:

4 No responsive documents found.

5 Category No. 62:

6 See Exhibit B, document 3.

7 Category No. 63:

8 No responsive documents found.

9 Category No. 64:

10 See Exhibit B, documents 4 through 8.

11 Category No. 65:

12 No responsive documents found.

13 Category No. 66:

14 No responsive documents found.

15 Category No. 67:

16 No responsive documents found.

17 Category No. 68:

18 See Exhibit B, documents 9 through 11.

19 Category No. 69:

20 No responsive documents found.

21 Category No. 70:

22 See Exhibit B, documents 12 through 21.

23 Category No. 71:

24 No responsive documents found.

25 Category No. 72:

26 No responsive documents found.

27 Category No. 73:

28 No responsive documents found.

1 Category No. 74:

2 See Exhibit B, document 23.

3 Category No. 75:

4 No responsive documents found.

5 Category No. 76:

6 No responsive documents found.

7 Category No. 77:

8 No responsive documents found.

9 Category No. 78:

10 No responsive documents found.

11 Category No. 79:

12 No responsive documents found.

13 Category No. 80:

14 No responsive documents found.

15 Category No. 81:

16 No responsive documents found.

17 Category No. 82:

18 No responsive documents found.

19 Category No. 83:

20 No responsive documents found.

21 Category No. 84:

22 See Exhibit B, documents 28 through 33.

23 Category No. 85:

24 No responsive documents found.

25 Category No. 86:

26 See Exhibit B, document 34.

27 Category No. 87:

28 No responsive documents found.

1 Category No. 88:

2 See Exhibit B, documents 35 through 42.

3 Category No. 89:

4 No responsive documents found.

5 Category No. 90:

6 Already provided in response to Phase I request for documents. No additional documents
7 found.

8 Category No. 91:

9 Already provided in response to Phase I request for documents. No additional documents
10 found.

11 Category No. 92:

12 Already provided in response to Phase I request for documents. No additional documents
13 found.

14 Category No. 93:

15 Already provided in response to Phase I request for documents. No additional documents
16 found.

17 Category No. 94:

18 Already provided in response to Phase I request for documents. No additional documents
19 found.

20 Category No. 95:

21 No responsive documents found.

22 Category No. 96:

23 No responsive documents found.

24 Category No. 97:

25 No responsive documents found.

26 Category No. 98:

27 No responsive documents found.

28 Category No. 99:

1 No responsive documents found.

2 Category No. 100:

3 No responsive documents found.

4 Category No. 101:

5 No responsive documents found.

6 Category No. 102:

7 No responsive documents found, other than what has already been provided.

8 Category No. 103:

9 No responsive documents found.

10 Category No. 104:

11 Not applicable.

12 Category No. 105:

13 Not applicable.

14 Category No. 106:

15 No responsive documents found.

16 Category No. 107:

17 No responsive documents found.

18 Category No. 108:

19 Already provided in response to Phase I request for documents. No additional documents
20 found.

21 Category No. 109:

22 Already provided in response to Phase I request for documents. No additional documents
23 found.

24 Category No. 110:

25 Already provided in response to Phase I request for documents. No additional documents
26 found.

27 Category No. 111:

28

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 **Category No. 112:**

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 **Category No. 113:**

7 Already provided in response to Phase I request for documents. No additional documents
8 found.

9 **Category No. 114:**

10 See Exhibit B, documents 4 through 8. Other documents provided in response to Phase I
11 request for documents.

12 **Category No. 115:**

13 No responsive documents found.

14 **Category No. 116:**

15 Already provided in response to Phase I request for documents. No additional documents
16 found.

17 **Category No. 117:**

18 Already provided in response to Phase I request for documents. No additional documents
19 found.

20 **Category No. 118:**

21 See Exhibit B, documents 9 through 11. Other documents provided in response to Phase I
22 request for documents.

23 **Category No. 119:**

24 See Exhibit B, documents 9 through 11. Other documents provided in response to Phase I
25 request for documents.

26 **Category No. 120:**

27 See Exhibit B, documents 12 through 21. Other documents provided in response to Phase
28 I request for documents.

1 **Category No. 121:**

2 No responsive documents found.

3 **Category No. 122:**

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 **Category No. 123:**

7 No responsive documents found.

8 **Category No. 124:**

9 See Exhibit B, document 23. Other documents provided in response to Phase I request for
10 documents.

11 **Category No. 125:**

12 No responsive documents found.

13 **Category No. 126:**

14 No responsive documents found in addition to what was provided in response to Phase I
15 request for documents.

16 **Category No. 127:**

17 No responsive documents found.

18 **Category No. 128:**

19 Already provided in response to Phase I request for documents. No additional documents
20 found.

21 **Category No. 129:**

22 No responsive documents found.

23 **Category No. 130:**

24 Already provided in response to Phase I request for documents. No additional documents
25 found.

26 **Category No. 131:**

27 No responsive documents found.

28 **Category No. 132:**

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 Category No. 133:

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 Category No. 134:

7 See Exhibit B, documents 28 through 33. Other documents provided in response to Phase
8 I request for documents.

9 Category No. 135:

10 No responsive documents found.

11 Category No. 136:

12 See Exhibit B, document 34. Other documents provided in response to Phase I request for
13 documents.

14 Category No. 137:

15 No responsive documents found.

16 Category No. 138:

17 See Exhibit B, documents 35 through 42. Other documents provided in response to Phase
18 I request for documents.

19 Category No. 139:

20 No responsive documents found.

21 Category No. 140:

22 Already provided in response to Phase I request for documents. No additional documents
23 found.

24 Category No. 141:

25 Already provided in response to Phase I request for documents. No additional documents
26 found.

27 Category No. 142:

28

1 Already provided in response to Phase I request for documents. No additional documents
2 found.

3 Category No. 143:

4 Already provided in response to Phase I request for documents. No additional documents
5 found.

6 Category No. 144:

7 Already provided in response to Phase I request for documents. No additional documents
8 found.

9 Category No. 145:

10 Already provided in response to Phase I request for documents. No additional documents
11 found.

12 Category No. 146:

13 Already provided in response to Phase I request for documents. No additional documents
14 found.

15 Category No. 147:

16 Already provided in response to Phase I request for documents. No additional documents
17 found.

18 Category No. 148:

19 No responsive documents found, other than what has already been provided.

20 Category No. 149:

21 No responsive documents found, other than what has already been provided.

22 Category No. 150:

23 No responsive documents found, other than what has already been provided.

24 Category No. 151:

25 No responsive documents found.

26 Category No. 152:

27 No responsive documents found.

28 Category No. 153:

1 No responsive documents found.

2 **Category No. 154:**

3 See Exhibit C.

4 **Category No. 155:**

5 See Exhibit D, documents related to Kipperman Payment from bankruptcy estate of Prism
6 Advanced Technologies, Inc.(RFA #9), Trustee's final report

7 **Category No. 156:**

8 See Exhibit C for copies of bank statements showing deposits, from Compass Bank,
9 Destin, FL.

10 **Category No. 157:**

11 See Exhibit C for copies of bank statements showing deposits, from Compass Bank,
12 Destin, FL.

13 **Category No. 158:**

14 The documents referred to are not in my possession. They are imaged documents that can
15 be reproduced for a fee.

16 **Category No. 159:**

17 The documents referred to are not in my possession. They are imaged documents that can
18 be reproduced for a fee.

19 **Category No. 160:**

20 No responsive documents found.

21 **Category No. 161:**

22 No responsive documents found.

23 **Category No. 162:**

24 See Exhibit C.

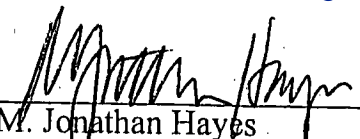
25

26 Dated: April 10, 2007

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28

By:


M. Jonathan Hayes
Attorneys for Alleged Debtor
Francis J. Lopez

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EXHIBIT F

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4 Woodland Hills, California 91367
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7 jhayes@polarisnet.net

8 Attorneys for Alleged Debtor
9 Francis J. Lopez

10 UNITED STATES BANKRUPTCY COURT
11 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

12 In re:

13 FRANCIS J. LOPEZ,

14 Alleged Debtor.

) CASE NO.: 05-05926-PBINV

) Involuntary Chapter 7

) SUPPLEMENTAL RESPONSE TO
) INTERROGATORIES PROPOUNDED
) TO ALLEGED DEBTOR FRANCIS J.
) LOPEZ (PHASE II)

) JUDGE: Hon. Peter W. Bowie
) DEPT.: 4

15 PROPOUNDING PARTY: Petitioning Creditors
16 RESPONDING PARTY: Alleged Debtor Francis J. Lopez
17 SET NO.: ONE (1)/Phase II

18 INTERROGATORIES

19 General Note ("General Note") in Response to Interrogatories.

20 Most of the interrogatories refer to debts owed as of June 30, 2005, and ask me to identify:
21 (a) the original amount of the obligation; (b) the date it was originally incurred; (c) the
22 dates upon which the amount those obligations increased and the amount of such
23

1 increases; and (d) the dates and payments made on that obligation. In fact, those questions
 2 are posed on no less than 25 out of a total of 35 interrogatories. However, answering these
 3 questions depends on how the "original amount" is defined. If it is defined as any original
 4 transaction that gives rise to the balance as of June 30th, then it is possible to have a
 5 revolving account that may have hundreds or even thousands of transactions, given
 6 question (c), and dozens or more transactions pertinent to question (d). If the original
 7 amount is defined as the amount as of June 30th, then question (b) seems to be irrelevant. I
 8 therefore request clarification as to these interrogatories (Numbers 10 through 34) so that I
 9 can proceed. If indeed I am requested to go back several years to find original balances,
 10 then I suggest that there is an overwhelming burden to answer the interrogatories as
 11 phrased. Notwithstanding the fact that the wording is unclear, there are requests that are
 12 answerable regardless, as either the account with the creditor is not an old one, or
 13 transactions with that creditor were of a limited nature. Thus, I have answered
 14 interrogatories 10, 19, 23, 29 and 31 for these reasons.

15
 16 **INTERROGATORY NO. 1:**

17 Unless YOUR response to each of the "REQUESTS FOR ADMISSIONS" served
 18 with these interrogatories was an unqualified admission, then for each response which is
 19 not an unqualified admission, state the number of the request and all of the facts upon
 20 which YOU base YOUR response.

21 **RESPONSE INTERROGATORY NO. 1:**

22 No. 1, I did in fact receive some cash payments from Noveon during the specified period.

23 No. 3, I was in fact an independent contractor for another entity during the specified
 24 period.

25 No. 4, I was in fact entitled to receive remuneration as a result of services rendered during
 26 the specified time period.

27 No. 10, I never signed as a personal guarantor on any agreement between Herman Miller
 28 Capital and Prism Advanced Technologies, Inc.

1 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 1:**

2 No. 1: I am aware of at least two payments from Noveon to me during the specified
3 period. The first was a payment in the amount of \$1,000 on or about 1/4/2005, the second
4 was a payment in the amount of \$35.00 on or about 4/26/05.

5 No. 3 and No. 4: During this period, I was also an independent contractor as a licensed
6 life and health insurance agent. I operated as an independent agent, and had agency
7 agreements with a number of insurance companies. These agreements entitled me to
8 compensation for insurance policies issued to policyholders as a result of my efforts.

9 No. 7: I never authorized J. Fischbach to sign a stipulation by me on a personal basis, for
10 the appointment of Kipperman. Kipperman was appointed with the consent of the CEO of
11 Prism.

12 No. 8: Kipperman nor any of his agents or employees, have ever approached me on a
13 personal basis to suggest that I pay any portion of his receivership bills or expenses.
14 Further, I have never received any statements, notices, letters or any correspondence to
15 suggest that I was responsible for the payment of these bills or expenses.

16 No. 9: Kipperman submitted bills and expenses to the state court and the Prism
17 bankruptcy court. I read a document from the latter court that indicated that Kipperman
18 received some payment from Prism's estate for his services.

19 No. 10: Herman Miller capital financed a lease of office furniture that was used by Prism
20 Advanced Technologies. This lease was agreed to by me acting as CEO of Prism, and was
21 never guaranteed by me personally.

22 **INTERROGATORY NO. 3:**

23 Unless YOUR response to each of the "REQUESTS FOR ADMISSIONS" served
24 with these interrogatories an unqualified admission, then for each response which is not an
25 unqualified admission, state the number of the request, and IDENTIFY all DOCUMENTS,
26 wittings and other tangible thins that YOU content support YOUR response.

27 **RESPONSE INTERROGATORY NO. 3:**

28 Vague as to the meaning of the phrase YOU content

1 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 3:**

2 No. 1: Check number 5135 for \$1,000.00 issued by Noveon Systems, Inc. on 1/4/2005;
3 check number 5171 for \$35.00 issued by Noveon Systems, Inc. on 4/26/05.

4 No. 3 and No. 4: Contracts with the following: LifeStar Financial, Old Mutual Life
5 Insurance, P.O. Box 81497, Lincoln, NE 68501.

6 No. 7: I am not aware of any other documents related to this, other than the document
7 referred to by Petitioning Creditor

8 No. 8: There are no documents responsive to this response, as I never received any nor did
9 I ever hear of any.

10 No. 9: Kipperman filed numerous documents with the state court and the Prism
11 bankruptcy court. One of the documents that I am referring to is the payment of certain
12 amounts to Kipperman from the Prism Bankruptcy estate.

13 No. 10: Herman Miller Capital lease contract with Prism Advanced Technologies, Inc.

14 **INTERROGATORY NO. 4:**

15 IDENTIFY by date, source, and amount, all cash receipts of any kind (including
16 loan proceeds) that YOU received from any source – including but not limited to –
17 NOVEON between January 1 and July 1, 2005.

18 **RESPONSE INTERROGATORY NO. 4:**

19 Still researching, will provide.

20 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 4:**

21 (a) 1/4/05, Noveon Systems, Inc., \$1,000.00

22 (b) 4/26/05, Noveon Systems, Inc., \$35.00

23 (c) 2/3/05, Paypal, \$200.00

24 (d) 1/26/05, Compass Bank, \$0.34. There are many small cash receipts for interest that
25 I will not bother to list unless you want them.

26 There are other cash receipt transactions that may be responsive to this interrogatory, I
27 am still researching those.

28 **INTERROGATORY NO. 5:**

1 IDENTIFY by date, source, and amount, all cash receipts (including loan proceeds)
2 that MADELEINE LOPEZ received from any source other than NOVEON between
3 January 1 and July 1, 2005.

4 **RESPONSE INTERROGATORY NO. 5:**

5 The requested information is not in my possession or control.

6 **INTERROGATORY NO. 6:**

7 IDENTIFY any and all documents that memorialize, reflect, or refer to the
8 mortgage to Lehman Brothers Bank, secured by the Residence.

9 **RESPONSE INTERROGATORY NO. 6:**

10 Any responsive documents are not in my possession or control.

11 **INTERROGATORY NO. 9:**

12 IDENTIFY all PERSONS and entities with whom MADELEINE LOPEZ had any
13 contractual or employment relationship at any time between January 1, 2005 and July 31,
14 2005.

15 **RESPONSE INTERROGATORY NO. 9:**

16 Unknown.

17 **INTERROGATORY NO. 11:**

18 With respect to any or all debts that YOU OWED to Lehman Brothers Bank as of
19 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was
20 originally incurred; (c) the dates upon which the amount those obligations increased and
21 the amount of such increases; and, (d) the dates and amounts of all payments made on that
22 obligation.

23 **RESPONSE INTERROGATORY NO. 11:**

24 Unknown.

25 **INTERROGATORY NO. 12:**

26 With respect to any or all debts that YOU OWED to Allstate Floridian as of June
27 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was
28 originally incurred; (c) the dates upon which the amount those obligations increased and

1 the amount of such increases; and, (d) the dates and amount s of all payments made on that
2 obligation.

3 **RESPONSE INTERROGATORY NO. 12:**

4 See General Note. Vague as to the "original amount of the obligation", is this the amount
5 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
6 of the obligation has varied over time, and the opening transactions may go back several
7 years. Vague as to "the dates and amounts of all payments made on that obligation", are
8 these payments up until a certain date? Does your request include payments made on
9 opening balance transactions, regardless of date, or balances as of June 30, 2005?

10 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 12:**

11 This is a difficult question to answer. The original amount of the obligation as of June 30,
12 2005, to the best of my knowledge, was \$134.00. This is a homeowners' insurance policy
13 that underwent an increase on April 27, 2005. That increase required additional payments
14 to be made for the policy that expired on July 16, 2005.

15 **INTERROGATORY NO. 13:**

16 With respect to any or all debts that YOU OWED to American Express as of June
17 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was
18 originally incurred; (c) the dates upon which the amount those obligations increased and
19 the amount of such increases; and, (d) the dates and amount of all payments made on that
20 obligation.

21 **RESPONSE INTERROGATORY NO. 13:**

22 See General Note. Vague as to the "original amount of the obligation", is this the amount
23 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
24 of the obligation has varied over time, and the opening transactions may go back several
25 years. Vague as to "the dates and amounts of all payments made on that obligation", are
26 these payments up until a certain date? Does your request include payments made on
27 opening balance transactions, regardless of date, or balances as of June 30, 2005?

28 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 13:**

1 As of June 30, 2005, the balance owing to American Express, to the best of my knowledge,
2 was \$24,903.26. These obligations were incurred over time, and were associated with
3 business and personal expenses related to Prism Advanced Technologies, Inc. No
4 payments were made toward this obligation after June, 2005.

5 **INTERROGATORY NO. 14:**

6 With respect to any or all debts that YOU OWED to American Home Shield as of
7 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was
8 originally incurred; (c) the dates upon which the amount those obligations increased and
9 the amount of such increases; and (d) the dates and amounts of all payments made on that
10 obligation.

11 **RESPONSE INTERROGATORY NO. 14:**

12 See General Note. Vague as to the "original amount of the obligation", is this the amount
13 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
14 of the obligation has varied over time, and the opening transactions may go back several
15 years. Vague as to "the dates and amounts of all payments made on that obligation", are
16 these payments up until a certain date? Does your request include payments made on
17 opening balance transactions, regardless of date, or balances as of June 30, 2005?

18 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 14:**

19 After contacting this creditor and reviewing my records, this obligation was for an annual
20 insurance policy that ran from July 2004 through July 2005, and the policy for that period
21 was paid in full prior to June 30, 2005. The first installment was paid on 7/20/04 for
22 \$128.33, and the final installment was paid in November of 2004.

23 **INTERROGATORY NO. 15:**

24 With respect to any or all debts that YOU OWED to Bank of America as of June
25 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was
26 originally incurred; (c) the dates upon which the amount those obligations increased and
27 the amount of such increases; and (d) the dates and amounts of all payments made on that
28 obligation.

1 **RESPONSE INTERROGATORY NO. 15:**

2 See General Note. Vague as to the "original amount of the obligation", is this the amount
 3 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 4 of the obligation has varied over time, and the opening transactions may go back several
 5 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 6 these payments up until a certain date? Does your request include payments made on
 7 opening balance transactions, regardless of date, or balances as of June 30, 2005?

8 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 15:**

9 (a) approximately \$2386.50; (b) longstanding revolving credit line, no way to determine;
 10 (c) not applicable; (d) 8/11/05 for \$292.50, account was closed shortly thereafter due to the
 11 filing of the involuntary petition

12 **INTERROGATORY NO. 16:**

13 With respect to any or all debts that YOU OWED to Bank Card Services as of June
 14 30, 2005 IDENTIFY: (a) the original amount of the obligation; (b) the date it was
 15 originally incurred; (c) the dates upon which the amount those obligations increased and
 16 the amount of such increases; and (d) the dates and amounts of all payments made on that
 17 obligation.

18 **RESPONSE INTERROGATORY NO. 16:**

19 See General Note. Vague as to the "original amount of the obligation", is this the amount
 20 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 21 of the obligation has varied over time, and the opening transactions may go back several
 22 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 23 these payments up until a certain date? Does your request include payments made on
 24 opening balance transactions, regardless of date, or balances as of June 30, 2005?

25 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 16:**

26 After examining my records, I do not believe that I owed this creditor as of June 30, 2005.

27 **INTERROGATORY NO. 17:**

28 With respect to any or all debts that YOU OWED to Cingular as of June 30, 2005,

1 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
 2 incurred; (c) the dates upon which the amount those obligations increased and the amount
 3 of such increases; and (d) the dates and amounts of all payments made on that obligation.

4 **RESPONSE INTERROGATORY NO. 17:**

5 See General Note. Vague as to the "original amount of the obligation", is this the amount
 6 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 7 of the obligation has varied over time, and the opening transactions may go back several
 8 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 9 these payments up until a certain date? Does your request include payments made on
 10 opening balance transactions, regardless of date, or balances as of June 30, 2005?

11 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 17:**

12 (a) \$162.22; (b) June 19, 2005; (c) not applicable; (d) 7/7/05 for \$151.18, 8/10/05 for
 13 \$151.18; 9/7/05 for \$175.72.

14 **INTERROGATORY NO. 18:**

15 With respect to any or all debts that YOU OWED to Citicard as of June 30, 2005,
 16 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
 17 incurred; (c) the dates upon which the amount those obligations increased and the amount
 18 of such increases; and (d) the dates and amounts of all payments made on that obligation.

19 **RESPONSE INTERROGATORY NO. 18:**

20 See General Note. Vague as to the "original amount of the obligation", is this the amount
 21 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 22 of the obligation has varied over time, and the opening transactions may go back several
 23 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 24 these payments up until a certain date? Does your request include payments made on
 25 opening balance transactions, regardless of date, or balances as of June 30, 2005?
 26 bill date was July 2005; (c) not applicable; (d) 8/22/05, \$1013.03

27 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 18:**

28 This was a longstanding revolving credit account, the approximate balance as of June 30,

1 2005 was \$32,515.00. I had been making regular monthly payments of \$379.00. After the
 2 involuntary petition, Citibank refused to process any more payments, citing the
 3 bankruptcy. (c) the obligations did not increase after that date; (d) see below:

4 10/18/04, \$379

5 11/18/04, \$379

6 12/18/04, \$379

7 1/18/05, \$379

8 2/18/05, \$379

9 3/18/05, \$379

10 4/18/05, \$379

11 5/18/05, \$379

12 6/18/05, \$379

13 **INTERROGATORY NO. 20:**

14 With respect to any or all debts that YOU OWED to Cox Communication as of
 15 June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was
 16 originally incurred; (c) the date upon which the amount those obligations increased and the
 17 amount of such increases; and (d) the dates and amounts of all payments made on that
 18 obligation.

19 **RESPONSE INTERROGATORY NO. 20:**

20 See General Note. Vague as to the "original amount of the obligation", is this the amount
 21 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 22 of the obligation has varied over time, and the opening transactions may go back several
 23 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 24 these payments up until a certain date? Does your request include payments made on
 25 opening balance transactions, regardless of date, or balances as of June 30, 2005?

26 **SUPPLEMENTAL INTERROGATORY NO. 20:**

27 (a) \$232.60; (b) 6/22/2005; (c) not applicable; (d) payment on 7/7/05 for \$237.98.

28 **INTERROGATORY NO. 21:**

With respect to any or all debts that YOU OWED to Walton Beach Medical Center as of June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was originally incurred; (c) the date upon which the amount those obligations increased and the amount of such increases; and (d) the dates and amounts of all payments made on that obligation.

RESPONSE INTERROGATORY NO. 21:

See General Note. Vague as to the "original amount of the obligation", is this the amount as of a specified date, or an earlier date? Since this is a longstanding account, the amount of the obligation has varied over time, and the opening transactions may go back several years. Vague as to "the dates and amounts of all payments made on that obligation", are these payments up until a certain date? Does your request include payments made on opening balance transactions, regardless of date, or balances as of June 30, 2005?

SUPPLEMENTAL RESPONSE INTERROGATORY NO. 21:

(a) estimated at \$1900.00; (b) unknown; (c) not applicable; (d) not applicable (A)

INTERROGATORY NO. 22:

With respect to any or all debts that YOU OWED to household bank as of June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was originally incurred; (c) the date upon which the amount those obligations increased and the amount of such increases; and (d) the dates and amounts of all payments made on that obligation.

RESPONSE INTERROGATORY NO. 22:

See General Note. Vague as to the "original amount of the obligation", is this the amount as of a specified date, or an earlier date? Since this is a longstanding account, the amount of the obligation has varied over time, and the opening transactions may go back several years. Vague as to "the dates and amounts of all payments made on that obligation", are these payments up until a certain date? Does your request include payments made on opening balance transactions, regardless of date, or balances as of June 30, 2005?

SUPPLEMENTAL RESPONSE INTERROGATORY NO. 22:

(a) \$2295.95; (b) longstanding revolving credit line; (c) after the filing of the involuntary

1 petition, the account was closed and Household Bank would not process any more
2 payments; (d) not applicable.

3 **INTERROGATORY NO. 24:**

4 With respect to any or all debts that YOU OWED to Northwest Florida Daily News
5 as of June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it
6 was originally incurred; (c) the date upon which the amount those obligations increased
7 and the amount of such increases; and (d) the dates and amounts of all payments made on
8 that obligation.

9 **RESPONSE INTERROGATORY NO. 24:**

10 See General Note. Vague as to the "original amount of the obligation", is this the amount
11 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
12 of the obligation has varied over time, and the opening transactions may go back several
13 years. Vague as to "the dates and amounts of all payments made on that obligation", are
14 these payments up until a certain date? Does your request include payments made on
15 opening balance transactions, regardless of date, or balances as of June 30, 2005?

16 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 24:**

17 After a review of all of my records with regard to this creditor, it appears that I did not owe
18 them anything as of June 30, 2005.

19 **INTERROGATORY NO. 25:**

20 With respect to any or all debts that YOU OWED to Okaloosa Gas District as of
21 June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was
22 originally incurred; (c) the date upon which the amount those obligations increased and the
23 amount of such increases; and (d) the dates and amounts of all payments made on that
24 obligation.

25 **RESPONSE INTERROGATORY NO. 25:**

26 See General Note. Vague as to the "original amount of the obligation", is this the amount
27 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
28 of the obligation has varied over time, and the opening transactions may go back several

1 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 2 these payments up until a certain date? Does your request include payments made on
 3 opening balance transactions, regardless of date, or balances as of June 30, 2005?

4 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 25:**

5 (a) \$44.33; (b) 6/21/05; (c) not applicable; (d) on or about 7/15/05 for \$44.33

6 **INTERROGATORY NO. 26:**

7 With respect to any or all debts that YOU OWED to Progressive Insurance as of
 8 June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was
 9 originally incurred; (c) the date upon which the amount those obligations increased and the
 10 amount of such increases; and (d) the dates and amounts of all payments made on that
 11 obligation.

12 **RESPONSE INTERROGATORY NO. 26:**

13 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 14 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 15 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 16 the amount of the obligation has varied over time, and the opening transactions may go
 17 back several years. Vague as to "the dates and amounts of all payments made on that
 18 obligation", are these payments up until a certain date? Does your request include
 19 payments made on opening balance transactions, regardless of date, or balances as of June
 20 30, 2005?

21 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 26:**

22 (a) \$157.20; (b) not applicable; (c) not applicable; (d) see below:

23 \$157.20, 8/22/05

24 **INTERROGATORY NO. 27:**

25 With respect to any or all debts that YOU OWED to Citibank/quicken Platinum
 26 Card as of June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the
 27 date it was originally incurred; (c) the date upon which the amount those obligations
 28 increased and the amount of such increases; and (d) the dates and amounts of all payments

1 made on that obligation.

2 **RESPONSE INTERROGATORY NO. 27:**

3 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 4 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 5 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 6 the amount of the obligation has varied over time, and the opening transactions may go
 7 back several years. Vague as to "the dates and amounts of all payments made on that
 8 obligation", are these payments up until a certain date? Does your request include
 9 payments made on opening balance transactions, regardless of date, or balances as of June
 10 30, 2005?

11 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 27:**

12 (a) \$848.00 as of June 30, 2005; (b) revolving longstanding debt; (c) Quicken refused to
 13 process any payments after June, 2005 due to the involuntary petition; (d) none after June
 14 2005.

15 **INTERROGATORY NO. 28:**

16 With respect to any or all debts that YOU OWED to Texaco as of June 30, 2005,
 17 IDENTIFY (a) the original amount of the obligation; (b) the date it was originally
 18 incurred; (c) the date upon which the amount those obligations increased and the amount
 19 of such increases; and (d) the dates and amounts of all payments made on that obligation.

20 **RESPONSE INTERROGATORY NO. 28:**

21 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 22 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 23 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 24 the amount of the obligation has varied over time, and the opening transactions may go
 25 back several years. Vague as to "the dates and amounts of all payments made on that
 26 obligation", are these payments up until a certain date? Does your request include
 27 payments made on opening balance transactions, regardless of date, or balances as of June
 28 30, 2005?

1 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 28:**

2 (a) revolving debt, balance as of 6/11/05 was \$350.20; (b) revolving balance, no
3 "original date" can be determined; (c) and (d) below:

4 7/11/05 balance \$340.99, payment 7/22/05 for \$65.00

5 8/11/05 balance \$281.40, payment 8/14/05 for \$50.99

6 9/11/05 balance \$234.71, payment 9/26/05 for \$10.00

7 10/11/05 balance 228.84, payment 10/20/05 for \$25.00

8 11/11/05 balance \$278.85, payment 12/15/05 for \$10.00

9 12/12/05 balance \$306.28, payment on or about 1/6/06 for \$100.00

10 **INTERROGATORY NO. 30:**

11 With respect to any or all debts that YOU OWED to Verizon as of June 30, 2005,
12 IDENTIFY (a) the original amount of the obligation; (b) the date it was originally
13 incurred; (c) the date upon which the amount those obligations increased and the amount
14 of such increases; and (d) the dates and amounts of all payments made on that obligation.

15 **RESPONSE INTERROGATORY NO. 30:**

16 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
17 In addition, See General Note. Vague as to the "original amount of the obligation", is this
18 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
19 the amount of the obligation has varied over time, and the opening transactions may go
20 back several years. Vague as to "the dates and amounts of all payments made on that
21 obligation", are these payments up until a certain date? Does your request include
22 payments made on opening balance transactions, regardless of date, or balances as of June
23 30, 2005?

24 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 30:**

25 This was a longstanding account for monthly cellular service for my business phone. (a)
26 \$271.64; (b) occurred on a repeating monthly basis; (c) I have records of the following
27 payments: 9/7/05, 65.26; 11/16/05, 37.98; 4/5/05, 35.16; approximately 7/30/05, 276.78;
28 5/4/05, 35.16; 3/2/05, 35.16; 1/25/05, 64.89

1 **RESPONSE INTERROGATORY NO. 32:**

2 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
3 In addition, See General Note. Vague as to the "original amount of the obligation", is this
4 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
5 the amount of the obligation has varied over time, and the opening transactions may go
6 back several years. Vague as to "the dates and amounts of all payments made on that
7 obligation", are these payments up until a certain date? Does your request include
8 payments made on opening balance transactions, regardless of date, or balances as of June
9 30, 2005?

10 **INTERROGATORY NO. 32:**

11 With respect to any or all debts that YOU OWED to Union Bank of California as of
12 June 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was
13 originally incurred; (c) the date upon which the amount those obligations increased and the
14 amount of such increases; and (d) the dates and amounts of all payments made on that
15 obligation.

16 **RESPONSE INTERROGATORY NO. 33:**

17 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
18 In addition, See General Note. Vague as to the "original amount of the obligation", is this
19 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
20 the amount of the obligation has varied over time, and the opening transactions may go
21 back several years. Vague as to "the dates and amounts of all payments made on that
22 obligation", are these payments up until a certain date? Does your request include
23 payments made on opening balance transactions, regardless of date, or balances as of June
24 30, 2005?

25 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 33:**

26 (a) The obligation as of June 30, 2005 was \$6,000; (b) not applicable; (c) not applicable;
27 (d) Subsequent to that date, six equal installments of \$1000.00 were paid to Union
28 Bank, on a monthly basis from July through December, 2005:

1 **INTERROGATORY NO. 34:**

2 With respect to any or all debts that YOU OWED to Thomas B. Gorrill as of June
 3 30, 2005, IDENTIFY (a) the original amount of the obligation; (b) the date it was
 4 originally incurred; (c) the date upon which the amount those obligations increased and the
 5 amount of such increases; and (d) the dates and amounts of all payments made on that
 6 obligation.

7 **RESPONSE INTERROGATORY NO. 34:**

8 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 9 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 10 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 11 the amount of the obligation has varied over time, and the opening transactions may go
 12 back several years. Vague as to "the dates and amounts of all payments made on that
 13 obligation", are these payments up until a certain date? Does your request include
 14 payments made on opening balance transactions, regardless of date, or balances as of June
 15 30, 2005?

16 **SUPPLEMENTAL RESPONSE INTERROGATORY NO. 34:**

17 I do not have the exact figure owing to this creditor. It was approximately \$1,000.00. In
 18 November, 2006, I paid this creditor \$1,000 as payment in full for all services rendered.
 19 Unfortunately, as of the time of this writing, I do not know the exact date payment was
 20 made.

21 **INTERROGATORY NO. 35:**

22 IDENTIFY by name, address, telephone number, facsimile number, and e-mail
 23 address, all PERSONS or entities that made payments on any of YOUR obligations at any
 24 time from January 1, 2005 to the date of YOUR response to these INTERROGATORIES,
 25 and the dates and amounts of each such payment.

26 **RESPONSE INTERROGATORY NO. 35:**

27 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 28 In addition, See General Note.

1 SUPPLEMENTAL INTERROGATORY NO. 35:

2 Madeleine Lopez, my wife, 310 Sand Myrtle Trail, Destin, FL 32541; some business
3 expenses, where the account was in my name, were paid by Noveon Systems, Inc., PO Box
4 219, Destin, FL 32541 (now defunct).

5 Dated: ~~March 30~~, 2007

6 April 10,

7
8 By: 

9 M. Jonathan Hayes
10 Attorneys for Alleged Debtor
11 Francis J. Lopez
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VERIFICATION

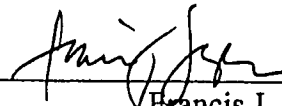
1
2
3 UNITED STATE BANKRUPTCY } ss.
4 COURT FOR THE SOUTHERN
5 DISTRICT OF CALIFORNIA
6
7

8 I have read the foregoing Responses to the REQUEST FOR SUPPLEMENTAL
9 RESPONSES TO INTERROGATORIES, SET NUMBER ONE / Phase II and know its
10 contents.

11 I am an alleged debtor in this action. The matters stated in the foregoing document
12 are true of my own knowledge except as to those matters which are stated on information
13 and belief, and as to those matters I am informed and believe that they are true.

14 Executed on April 10, 2007, at Destin, Florida.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct.
17

18 

19 Francis J. Lopez
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EXHIBIT G

KEEHN & ASSOCIATES

402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW
www.keehnlaw.com

PHONE: (619) 400-2200
FACSIMILE: (619) 400-2201

May 14, 2007

VIA E-MAIL AND FIRST CLASS MAIL

M. Jonathon Hayes
Law Office of M. Jonathan Hayes
21800 Oxnard Street, Suite 840
Woodland Hills, CA 91367
Email: jhayes@polarisnet.net

Re: Summary of Meet and Confer

Dear Mr. Hayes:

Thank you for meeting with me Friday afternoon, May 11, 2007, to meet and confer in connection with the deficiencies in the supplemental responses provided by Mr. Lopez. The following will summarize those items which you have agreed to supplement, or cause to be otherwise corrected, based on our discussion:

1. (Facts Supporting Denials of Requests for Admission) Mr. Lopez will provide a supplemental response identifying the facts upon which Mr. Lopez relied in giving his response to request for admission number 5.
2. Mr. Lopez will identify the "other cash receipt transactions" referred to in your supplemental response to interrogatory number 4, and he will complete all applicable "research" necessary to respond to that interrogatory by the time of his supplemental response.
3. Mr. Lopez will provide a meaningful response to interrogatory number 5, recognizing that he has access to information relating to Madeline Lopez and is required to avail himself of the access for purposes of responding to discovery.
4. Mr. Lopez will provide a meaningful response to interrogatory number 6, recognizing that he has access to information relating to Madeline Lopez and is required to avail himself of the access for purposes of responding to discovery.
5. Mr. Lopez will provide a meaningful response to interrogatory number 11, recognizing that he has access to information relating to Madeline Lopez and is required to avail himself of the access for purposes of responding to discovery.

M. Jonathon Hayes

May 14, 2007

Page 2

6. Interrogatory number 13 does not address the dates upon which any payments were made on American Express obligation. While it admits that "no payments were made towards this obligation after June 2005" that obviously begs the question of what payments, if any, were being made in the period leading up to the petition. The response to this interrogatory must be supplemented to be completely responsive.

7. The supplemental response to interrogatory number 15 requires Mr. Lopez to identify the dates upon which payments, if any, were made.

8. The supplemental response to interrogatory number 16 is that "after examining my records, I do not believe I owed this creditor as of June 30, 2005." However, the documents that were "examined" to lead to that conclusion were not provided. These documents must be identified and provided with the next supplemental response.

9. The supplemental response to interrogatory number 17 is internally inconsistent. By indicating that the response to Part (C) is "not applicable," Mr. Lopez is saying that he never increased the original amount of \$162.22. However, he thereafter made payments in the amount of \$151.18, for two consecutive months, followed by a payment of \$175.72. This supplemental response must be corrected.

10. The supplemental response to interrogatory number 18 is non-responsive. Rather than identifying the date upon which the obligation was incurred, it purports to identify the balance on June 30, 2005. In that fashion, the response to Part (C) is also non-responsive in that it only addresses increases in the obligations after June 30, 2005. Similarly, the responses to Part (D) are non-responsive because they only address the post-petition period. These responses must be supplemented to be fully responsive to the inquiry made.

11. The supplemental response to interrogatory number 22 is non-responsive. It fails to identify the date that the revolving credit line came into existence, the increases in the credit line, and any pre-petition decreases in that credit line.

12. The supplemental response to interrogatory number 22 is that "after examining my records, I do not believe I owed this creditor as of June 30, 2005." However, the documents that were "examined" to lead to that conclusion were not provided. These documents must be identified and provided with the next supplemental response.

13. The supplemental response to interrogatory number 27 is non-responsive. It fails to identify the date upon which the revolving credit facility was established, the increases to that credit facility, and the dates of pre-petition payments. Most of the response refers to the refusal of the creditor to process post-petition payments, which is neither relevant nor responsive to the inquiry made. A fully responsive supplement must be provided.

14. The supplemental response to interrogatory number 28 is non-responsive. It does not identify the date upon which the credit facility was established, the increases made, or pre-

M. Jonathon Hayes

May 14, 2007

Page 3

petition payments made. The listing of post-petition payments made is neither relevant nor responsive to the inquiry made. A fully responsive supplement must be made.

15. The supplemental response to interrogatory number 30 is non-responsive. It identifies post-petition payments without identifying any pre-petition payments. A fully responsive supplement must be made.

16. The supplemental response to interrogatory number 33 is non-responsive. It fails to identify the date the obligation was incurred, its original amount, or any pre-petition payments. A fully responsive supplement must be made.

17. The supplemental response to interrogatory number 4 is completely non-responsive. It deals only with a post-petition balance and ignores the inquiry that has been made. A fully responsive supplement must be made.

18. Mr. Lopez has identified, but failed to provide, a copy of check number 5135 for \$1000, or the "Herman Miller Capital Lease." A copy must be provided.

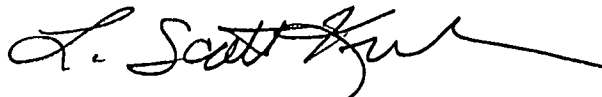
19. None of the supplemental documents provided by Mr. Lopez identify the category or categories of responses to which he was responding. Nor were they provided in the manner in which they were kept in his business records. This information must be provided.

I would like to thank you once again for taking the time to meet with me and discuss these issues. At the risk of commenting on the obvious, I would ask you to remind Mr. Lopez that the Court requires all supplemental responses to be in our possession not later than Monday, May 21, 2007. I would be happy to accept the documents and the second supplemental responses via e-mail if that will expedite or facilitate the process.

If you have any questions or comments pertaining to any aspect of this matter, please contact me at your convenience.

Very truly yours,

KEEHN & ASSOCIATES, APC



L. Scott Keehn

cc: Client (via e-mail only)
110198/LSK/5311.01

EXHIBIT H

L. Scott Keehn - Re: Supplemental Discovery

From: L. Scott Keehn
To: Hayes, M. Jonathan
Date: 5/22/2007 9:24 AM
Subject: Re: Supplemental Discovery

Jon,

You can have another two business days, **but only if** you prepare a stipulation and order that also provides us an additional two business days to file our supplemental sanctions motion (i.e. from 5/25/07 to 5/30/07). Let me know how you want to proceed.

Very truly yours,
 L.Scott Keehn

**KEEHN &
 ASSOCIATES**

This is an e-mail from Keehn & Associates, APC, Attorneys-at-Law. THE CONTENTS OF THIS E-MAIL ARE PRIVILEGED AND CONFIDENTIAL AND ARE INTENDED ONLY FOR THE USE OF THE ORDINARY USER OF THE E-MAIL ADDRESS TO WHICH IT WAS ADDRESSED. No one else may copy or forward all or any of it in any form. Our postal address is 402 West Broadway, Suite 1210, San Diego, California 92101.

If you receive this e-mail in error, we would be obliged if you would contact the sender by reply email or telephone at (619) 400-2200 and destroy all copies of the original message.

>>> "M. Jonathan Hayes" <jhayes@polarisnet.net> 5/21/2007 7:10 PM >>>
 Scott,

Francis was out of town most of last week. He spent the weekend working on responding to your letter re our meet and confer. This is his response.

1) We had some initial confusion on the wording of your interrogatory requests, especially since it appeared that you were asking for a complete history of each creditor account, since its' inception. You later clarified that your were only concerned as of June 30, 2005. We provided supplemental answers with that in mind. Now, in this letter, you seem to be asking for the complete history again. Some of these accounts have hundreds of changes to the balance over their long history.

2) If you want a complete transactional history for the accounts listed in your letter, we can request copies from the creditors, if they still have them. I think it's over the top to

0225

require us to spell out the answers for every change in balance, debit or credit, in an interrogatory response.

3) Specifically as to your letter:

1. Facts are given in this response. We do not understand what other facts you require.
2. None found.
3. Not in client's possession or control.
4. Not in client's possession or control.
5. Not in client's possession or control.
6. We thought you clarified this to be as of June 30 and transactions beyond. See above.
7. This was identified in client's supplemental answer, (d).
8. This means that none were found.
9. Same as (6).
10. Same as (6).
11. Same as (6).
12. No documents were found.
13. Same as (6).
14. Same as (6).
15. Same as (6).
16. Same as (6).
17. Same as (6).
18. Client doesn't know which check for \$1000 you are referring to. Also, he cannot find a copy of the Herman Miller Capital Lease.

Please give us another two days to send you a formal response with these answers.

Jon Hayes

M. Jonathan Hayes

jhayes@polarisnet.net

21800 Oxnard St. Suite 840

Woodland Hills, CA 91367

(818) 710-3656

(818) 710-3659 fax

(818) 402-7537 cell

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CLIENT

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information intended for the recipient only. If you have received this message in error, please call (818) 710-3656 and notify me of that fact and destroy all copies of this message."

Thank you.

0227

EXHIBIT I

L. Scott Keehn - RE: Supplemental Discovery

From: "Jon Hayes" <jhayes@polarisnet.net>
To: "L. Scott Keehn" <scottk@keehnlaw.com>
Date: 5/23/2007 9:04 AM
Subject: RE: Supplemental Discovery

Scott,

Thanks and sorry for the delay in getting back to you. I have spoken to Francis. I don't think there is anything additional we can give you that will prevent you filing the motion anyway so I don't think the additional time will do use any good.

Jon

From: L. Scott Keehn [mailto:scottk@keehnlaw.com]
Sent: Tuesday, May 22, 2007 9:25 AM
To: Hayes, M. Jonathan
Subject: Re: Supplemental Discovery

Jon,

You can have another two business days, **but only if** you prepare a stipulation and order that also provides us an additional two business days to file our supplemental sanctions motion (i.e. from 5/25/07 to 5/30/07). Let me know how you want to proceed.

Very truly yours,
L.Scott Keehn

**KEEHN &
ASSOCIATES**

This is an e-mail from Keehn & Associates, APC, Attorneys-at-Law. THE CONTENTS OF THIS E-MAIL ARE PRIVILEGED AND CONFIDENTIAL AND ARE INTENDED ONLY FOR THE USE OF THE ORDINARY USER OF THE E-MAIL ADDRESS TO WHICH IT WAS ADDRESSED. No one else may copy or forward all or any of it in any form. Our postal address is 402 West Broadway, Suite 1210, San Diego, California 92101.

If you receive this e-mail in error, we would be obliged if you would contact the sender by reply email or telephone at (619) 400-2200 and destroy all copies of the original message.

>>> "M. Jonathan Hayes" <jhayes@polarisnet.net> 5/21/2007 7:10 PM >>>

0229

Scott,

Francis was out of town most of last week. He spent the weekend working on responding to your letter re our meet and confer. This is his response.

1) We had some initial confusion on the wording of your interrogatory requests, especially since it appeared that you were asking for a complete history of each creditor account, since its' inception. You later clarified that your were only concerned as of June 30, 2005. We provided supplemental answers with that in mind. Now, in this letter, you seem to be asking for the complete history again. Some of these accounts have hundreds of changes to the balance over their long history.

2) If you want a complete transactional history for the accounts listed in your letter, we can request copies from the creditors, if they still have them. I think it's over the top to require us to spell out the answers for every change in balance, debit or credit, in an interrogatory response.

3) Specifically as to your letter:

1. Facts are given in this response. We do not understand what other facts you require.
2. None found.
3. Not in client's possession or control.
4. Not in client's possession or control.
5. Not in client's possession or control.
6. We thought you clarified this to be as of June 30 and transactions beyond. See above.
7. This was identified in client's supplemental answer, (d).
8. This means that none were found.
9. Same as (6).
10. Same as (6).
11. Same as (6).
12. No documents were found.
13. Same as (6).
14. Same as (6).
15. Same as (6).
16. Same as (6).
17. Same as (6).
18. Client doesn't know which check for \$1000 you are referring to. Also, he cannot find a copy of the Herman Miller Capital Lease.

Please give us another two days to send you a formal response with these answers.

Jon Hayes

M. Jonathan Hayes
jhayes@polarisnet.net
21800 Oxnard St. Suite 840
Woodland Hills, CA 91367
(818) 710-3656

0230

(818) 710-3659 fax

(818) 402-7537 cell

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Thank you.

0231

Document 106

0232

1 M. Jonathan Hayes (Bar No. 90388)
2 **Law Office of M. Jonathan Hayes**
3 21800 Oxnard St, Suite 840
4 Woodland Hills, CA 91367
5 Telephone: (818) 710-3656
6 Facsimile: (818) 710-3659
7 jhayes@polarisnet.net

COPY
original mailed to
crt 6/12/07 w/
cover page to be
conformed

8 Attorneys for Alleged Debtor Francis Lopez

9 UNITED STATES BANKRUPTCY COURT
10 SOUTHERN DISTRICT OF CALIFORNIA
11 SAN DIEGO DIVISION

12 In Re:

13 FRANCIS J. LOPEZ,
14 Alleged Debtor

CASE NO. 05-05926-PBINV

Involuntary Chapter 7

OPPOSITION TO MOTION TO COMPEL
BY PETITIONING CREDITOR;
DECLARATIONS OF M. JONATHAN
HAYES AND FRANCIS J. LOPEZ

Date: June 25, 2007
Time: 10:30 a.m.
Ctm: 4

23 TO THE HONORABLE PETER W. BOWIE, UNITED STATES BANKRUPTCY
24 JUDGE, TO PETITIONING CREDITOR ALAN STANLY, AND HIS ATTORNEY OF
25 RECORD:
26
27
28

I.

INTRODUCTION

Petitioning Creditor Alan Stanly, an admitted "insider" of the Alleged Debtor Francis J. Lopez ("Lopez"), served his "Phase II" Requests for Admissions, Request for Production of Documents (162 categories), and Interrogatories (35 interrogatories) on November 3, 2006. Lopez has responded to each of the discovery requests twice. He has produced mounds of documents. This Motion to Compel, while it gives a lengthy history of the dispute and efforts on both sides to resolve it, is directed to the responses to 18 specific interrogatories and nothing more.

The Court is reminded that Lopez turned over hundreds of pages of documents in the first discovery "go-round." He turned over more documents at his deposition. He responded to discovery in the Phase I "go-round." Stanly served numerous subpoenas on numerous parties receiving who knows how many more documents. While Stanly claims that that was "Phase I" and he cannot possibly proceed with Phase II until he receives this critical remaining information, the opposite is true. The Phase I issue was the total number of creditors; however, that necessarily required extensive information regarding *pre-* June 30, 2005 payments to *every creditor* as well as *post-* June 30, 2005 payments to every creditor as well as the *source of the funds* to make those payments. This information was critical to Stanly's position that there were fewer than 12 creditors since it was Stanly's position that these creditors received either prepetition preference payments or postpetition transfers.

Lopez has again turned over hundreds of more pages of documents in "Phase II" as well as has seen more subpoenas go out. The total information provided is more than sufficient to establish whether or not on June 30, 2005, Lopez was "generally paying his debts as they became due."

Counsel for Stanly has made it clear that he intends to take the deposition of Mr. Lopez again with respect to this "Phase II." He is very capable of simply asking Mr.

1 Lopez for any further details he may require with respect to any unanswered questions he
2 may have.

3 4 II.

5 RESPONSE TO SPECIFIC COMPLAINTS OF STANLY

6 The Motion to Compel sets forth the long litany of the "Phase II" discovery, the
7 demands, the supplements and the meet and confer conferences. Pages 3 through 8 give
8 the court the general history with, of course, the Shakespearian quotes and the general
9 damnation of Mr. Lopez. It is not until page 9 that Stanly sets forth the specific complaints
10 and demands of his motion. This Opposition is directed to those complaints.

11 Mr. Lopez's responses to Interrogatories, Phase II, Set One are attached hereto as
12 Exhibit 1. His Supplemental Responses are attached as Exhibit F to the Declaration of Mr.
13 Keehn.

14 Interrogatory No. 1. (page 9 of Motion), Stanly's complaint with respect to
15 Interrogatory 1 is that Lopez would not state categorically that he "never requested a stay
16 of enforcement pending Your appeal of [the Stanly Judgment]." While this interrogatory
17 seems vague as stated, Mr. Lopez will not oppose an "evidentiary sanction" that he did not
18 file a Motion for Stay of enforcement of the Stanly Judgment.

19 Interrogatory No. 3. (page 10 of Motion), Stanly's complaint with respect to
20 Interrogatory 3 is that Lopez did not produce copies of two checks he received from
21 Noveon, one for \$1,000.00 and one for \$35.00. Lopez does not have or cannot find the
22 two checks indicated issued by Noveon. Mr. Lopez will not oppose an "evidentiary
23 sanction" that he cannot produce at trial the two checks issued by Noveon.

24 Interrogatory No. 4. (page 10 of Motion), Stanly's complaint with respect to
25 Interrogatory 4 is that Lopez would not state categorically that he has not received any
26 other cash beyond the four identified which total approximately \$1,200. Lopez cannot find
27 any other cash receipt transactions that may be responsive to this interrogatory. Mr. Lopez
28

1 will consent to an “evidentiary sanction” that he did not receive cash for the relevant
 2 period of more than the \$1,235.34 already disclosed in the Supplemental Responses.

3 Interrogatory No. 5 (page 11 of Motion), Stanly’s complaint with respect to
 4 Interrogatory 5 is that Lopez will not provide information regarding “**cash received by**
 5 **[his wife] Madeleine Lopez from January 1, 2005 through July 1, 2005.**” First of all he
 6 cannot provide this information certainly with any specificity. In any event, the only way
 7 to find this information would be to quiz his wife and then repeat back her statements as a
 8 response to the interrogatory. Nor should he have to provide that. His wife is not a party
 9 to this involuntary proceeding. This proceeding has caused significant family difficulties
 10 and the questioning by Mr. Lopez of his wife would certainly exacerbate the situation.

11 Interrogatory Nos. 6 & 11 (page 12 of Motion), Stanly’s complaint with respect to
 12 Interrogatory 6 and 11 is that Lopez will not provide “information pertaining to the nature
 13 and scope of mortgage and other obligations owed (by his wife) to Lehman Brothers
 14 Bank.” Lopez cannot provide this information. Nor should he have to. Just because he
 15 lives in the same home with Mrs. Lopez, does not mean his is able to go through her
 16 records, her purse, her checkbook or to quiz her regarding this loan. This proceeding has
 17 caused significant family difficulties and the questioning by Mr. Lopez of his wife to find
 18 this information and turn it over to an avowed enemy of the family would make the
 19 situation worse by far.

20 Interrogatory Nos. 13, 15, 16, 17, 18, 22, 24, 27, 28, 30, 32 and 34 (page 12 of
 21 Motion), Lopez has provided this information to the best of his ability. Every piece of
 22 paper Lopez has regarding each of these creditors has been turned over to Mr. Keehn “and
 23 then some.” The Court can simply look at the previous Motions for Summary Judgment
 24 filed by both sides to see that every conceivable piece of paper which relates to the few
 25 months before June 30, 2005 and the few months after have been produced. Every
 26 conceivable question that Lopez could respond to regarding these creditors, and payments
 27 made, owed, disputed, denied, and anything else was made at Mr. Lopez’ deposition.

28

1 Most importantly, the Motion to Compel merely states that Lopez “feigned
2 compliance with this Court’s Order with irrelevant and non-responsive answers.” The
3 Motion does not specifically point to any particular answer and show why it is irrelevant or
4 non-responsive. Lopez is unable therefore to *specifically* respond to the Motion because
5 the Motion does not *specifically* identify the answers which are purportedly deficient. The
6 request that Mr. Lopez be prevented from “producing any type of evidence – including
7 testimonial or documentary, either proffered directly or for impeachment purposes” of the
8 amounts owed to his creditors “and/or any payments made on those obligations,” is absurd.

9 For example, Interrogatory asks, regarding American Express, “Identify: (a) the
10 original amount of the obligation; (b) the date it was originally incurred; (c) the dates upon
11 which the amount of those obligations increased and the amount of such increases, and (d)
12 the dates and amounts of all payments made on that obligation.” First of all, all of that
13 information is on the several statements that have been turned over to Stanly. Second, Mr.
14 Lopez’ testimony, if asked those questions at trial, would probably be met with a best
15 evidence objection. His response to the interrogatory would be a simple recitation of all
16 the information on the several statements. Finally, the question is vague. As set forth in
17 the Supplemental Response, the amount owed on June 30, 2005 was approximately
18 \$24,903.26. That balance consisted of many charges incurred over a long period of time.
19 Therefore what is “the date it was originally incurred”? what is the date it “increased”?

20 This questioning pattern is repeated for each of the interrogatories in this category.
21 Mr. Lopez has done the best he can. He has not “feigned” cooperation. In the event there
22 is actually additional information required, Mr. Lopez will appear for his second
23 deposition and do the best he can again.

24 With respect to the claim that the responses were unverified¹, this is not true first of
25 all. If it were true, why did not Mr. Keehn point out this deficiency in his letter of January
26 19, 2007 (Exhibit “2”) or his letter of May 14, 2007 (Exhibit G to Motion to Compel)?

27 _____
28 ¹ No verification is required for Requests for Admissions, See FRCP 36(a): The written
answer must be “signed by the party or by the party’s attorney.”

III.


CONCLUSION

Alleged Debtor prays that this court deny the Motion to Compel and the request for sanctions. It is apparent that this motion was brought simply to re-request the sanctions sought previously. It should also be apparent that Mr. Stanly intends to simply bleed Mr. Lopez to the maximum. With the information already received, the deposition of Mr. Lopez could have been brought many months ago and the matter could have been set for trial.

Dated: June 12, 2007

Respectfully submitted

By:


M. Jonathan Hayes
Attorney for Alleged Debtor Francis
Lopez

DECLARATION OF FRANCIS LOPEZ

I, Francis Lopez, declare and state as follows:

1. I am the alleged debtor in this involuntary proceeding. I have personal knowledge of the facts stated herein, and if called as a witness, I could and would testify competently thereto.

2. I have been a permanent resident of Florida since July, 2003 when my family and moved there from California.

3. I have responded to each of Stanly's discovery requests twice. I have produced hundreds of pages of documents in the first discovery "go-round." I turned over more documents at my deposition. I responded to discovery in the Phase I "go-round." Stanly served numerous subpoenas on numerous parties receiving who knows how many more documents. I again turned over hundreds of more pages of documents in "Phase II" as well as has seen more subpoenas go out.

4. I will appear at the second deposition which has not yet been set and do my best to answers the questions of Mr. Keehn.

5. Interrogatory No. 1. (page 9 of Motion), I will not oppose an "evidentiary sanction" that I did not file a Motion for Stay of enforcement of the Stanly Judgment.

6. Interrogatory No. 3. (page 10 of Motion), I do not have or cannot find the two checks indicated issued by Noveon. I will not oppose an "evidentiary sanction" that I cannot produce at trial the two checks issued by Noveon.

7. Interrogatory No. 4. (page 10 of Motion), I cannot find any other cash receipt transactions that may be responsive to this interrogatory. I will consent to an "evidentiary sanction" that I did not receive cash for the relevant period of more than the \$1,235.34 already disclosed in the Supplemental Responses.

8. Interrogatory No. 5 (page 11 of Motion), I cannot provide this information certainly with any specificity. In any event, the only way to find this information would be to quiz my wife and then repeat back her statements as a response to the interrogatory. My

1 wife is not a party to this involuntary proceeding. This proceeding has caused significant
2 family difficulties to my wife and I and the questioning by me of my wife would certainly
3 exacerbate the situation.

4 9. Interrogatory Nos. 6 & 11 (page 12 of Motion), I cannot provide this
5 information. I would have to go through my wife's records, her purse, her checkbook or to
6 quiz her regarding this loan. This proceeding has caused significant family difficulties and
7 the questioning by me of my wife to find this information and turn it over to an avowed
8 enemy of the family would make the situation worse by far.

9 10. Interrogatory Nos. 13, 15, 16, 17, 18, 22, 24, 27, 28, 30, 32 and 34 (page 12 of
10 Motion), I have provided this information to the best of my ability. Every piece of paper I
11 have regarding each of these creditors has been turned over to Mr. Keehn "and then some."
12

13 I declare under penalty of perjury that the foregoing is true and correct to the best of
14 my knowledge, information and belief. Executed on this ___th day of June , 2007 at
15 Destin, Florida.

16
17
18 By: NEXT PAGE
19 Francis J. Lopez
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1 wife is not a party to this involuntary proceeding. This proceeding has caused significant
2 family difficulties to my wife and I and the questioning by me of my wife would certainly
3 exacerbate the situation.

4 9. Interrogatory Nos. 6 & 11 (page 12 of Motion), I cannot provide this
5 information. I would have to go through my wife's records, her purse, her checkbook or to
6 quiz her regarding this loan. This proceeding has caused significant family difficulties and
7 the questioning by me of my wife to find this information and turn it over to an avowed
8 enemy of the family would make the situation worse by far.

9 10. Interrogatory Nos. 13, 15, 16, 17, 18, 22, 24, 27, 28, 30, 32 and 34 (page 12 of
10 Motion), I have provided this information to the best of my ability. Every piece of paper I
11 have regarding each of these creditors has been turned over to Mr. Keehn "and then some."
12

13 I declare under penalty of perjury that the foregoing is true and correct to the best of
14 my knowledge, information and belief. Executed on this 12th day of June , 2007 at
15 Destin, Florida.

16
17
18 By: 
19 Francis J. Lopez

DECLARATION OF M. JONATHAN HAYES

I, M. Jonathan Hayes, declare and state as follows:

1. I am an attorney, authorized to practice before this court. I have personal knowledge of the facts stated herein, and if called as a witness, I could and would testify competently thereto.

2. Mr. Lopez's responses to Interrogatories, Phase II, Set One are attached hereto as Exhibit 1.

3. Attached hereto as Exhibit 2 is a true and correct copy of Mr. Keenh's letter to me of January 19, 2007.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief. Executed on this 12th day of June , 2007 at Woodland Hills, California.

By: 

M. Jonathan Hayes

EXHIBIT 1

0243

1 M. Jonathan Hayes (Bar No. 90388)
2 **Law Office M. Jonathan Hayes**
3 21800 Oxnard St, Suite 840
4 Woodland Hills, California 91367
5 Telephone: (818) 710-3656
6 Facsimile: (818) 710-3659
7 jhayes@polarisnet.net

8 **Attorneys for Alleged Debtor**
9 **Francis J. Lopez**

10 **UNITED STATES BANKRUPTCY COURT**
11 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

12 **In re:**

13 **FRANCIS J. LOPEZ,**

14 **Alleged Debtor.**

15 **CASE NO.: 05-05926-PBINV**

16 **Involuntary Chapter 7**

17 **RESPONSE TO INTERROGATORIES**
18 **PROPOUNDED TO ALLEGED**
19 **DEBTOR FRANCIS J. LOPEZ (PHASE**
20 **II)**

21 **JUDGE: Hon. Peter W. Bowie**
22 **DEPT.: 4**

23 **PROPOUNDING PARTY: Petitioning Creditors**

24 **RESPONDING PARTY: Alleged Debtor Francis J. Lopez**

25 **SET NO.: ONE (1) / Phase II**

26 **INTERROGATORIES**

27 **General Note ("General Note") in Response to Interrogatories.**

28 Most of the interrogatories refer to debts owed as of June 30, 2005, and ask me to identify:

(a) the original amount of the obligation; (b) the date it was originally incurred; (c) the dates upon which the amount those obligations increased and the amount of such

1 increases; and (d) the dates and payments made on that obligation. In fact, those questions
 2 are posed on no less than 25 out of a total of 35 interrogatories. However, answering these
 3 questions depends on how the "original amount" is defined. If it is defined as any original
 4 transaction that gives rise to the balance as of June 30th, then it is possible to have a
 5 revolving account that may have hundreds or even thousands of transactions, given
 6 question (c), and dozens or more transactions pertinent to question (d). If the original
 7 amount is defined as the amount as of June 30th, then question (b) seems to be irrelevant. I
 8 therefore request clarification as to these interrogatories (Numbers 10 through 34) so that I
 9 can proceed. If indeed I am requested to go back several years to find original balances,
 10 then I suggest that there is an overwhelming burden to answer the interrogatories as
 11 phrased. Notwithstanding the fact that the wording is unclear, there are requests that are
 12 answerable regardless, as either the account with the creditor is not an old one, or
 13 transactions with that creditor were of a limited nature. Thus, I have answered
 14 interrogatories 10, 19, 23, 29 and 31 for these reasons.

15 **INTERROGATORY NO. 1:**

16 No. 1, I did in fact receive some cash payments from Noveon during the specified period.

17 No. 3, I was in fact an independent contractor for another entity during the specified
 18 period.

19 No. 4, I was in fact entitled to receive remuneration as a result of services rendered during
 20 the specified time period.

21 No. 10, I never signed as a personal guarantor on any agreement between Herman Miller
 22 Capital and Prism Advanced Technologies, Inc.

23 **INTERROGATORY NO. 2:**

24 No. 1, Francis Lopez.

25 No. 3, Francis Lopez, Lifestar Financial Network, 10713 S. Jordan Gateway, Suite 220,
 26 South Jordan, UT 84095, (866) 888-5736.

27 No. 4, Francis Lopez, Lifestar Financial Network, 10713 S. Jordan Gateway, Suite 220,
 28 South Jordan, UT 84095, (866) 888-5736.

1 No. 10, Francis Lopez, Herman Miller Capital Corp. (contact information not known at
2 this time).

3 **INTERROGATORY NO. 3:**

4 Vague as to the meaning of the phrase YOU content

5 **INTERROGATORY NO. 4:**

6 Still researching, will provide.

7 **INTERROGATORY NO. 5:**

8 Objection. Not going to respond for someone else's financial records.

9 **INTERROGATORY NO. 6:**

10 Objection. Not going to respond for someone else's financial records.

11 **INTERROGATORY NO. 7:**

12 Compass Bank, Emerald Coast Parkway, Destin, Florida, 32541, Account 21294144;

13 Citigroup Global Mkts, Inc., 850 S. Palafox St., Suite 200, Pensacola, Florida 32502

14 (IRA), Account 4546697014258

15 **INTERROGATORY NO. 8:**

16 Compass Bank, Emerald Coast Parkway, Destin, Florida, 32541, Account 21294144;

17 Citigroup Global Mkts, Inc., 850 S. Palafox St., Suite 200, Pensacola, Florida 32502

18 (IRA), Account 4546697014258

19 **INTERROGATORY NO. 9:**

20 Objection. Madeleine Lopez...

21 **INTERROGATORY NO. 10:**

22 a) \$35,000; b) approximately July, 2005; (c) not applicable; (d) not applicable

23 **INTERROGATORY NO. 11:**

24 Objection. Madeleine Lopez...

25 **INTERROGATORY NO. 12:**

26 See General Note. Vague as to the "original amount of the obligation", is this the amount

27 as of a specified date, or an earlier date? Since this is a longstanding account, the amount

28 of the obligation has varied over time, and the opening transactions may go back several

1 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 2 these payments up until a certain date? Does your request include payments made on
 3 opening balance transactions, regardless of date, or balances as of June 30, 2005?

4 **INTERROGATORY NO. 13:**

5 See General Note. Vague as to the "original amount of the obligation", is this the amount
 6 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 7 of the obligation has varied over time, and the opening transactions may go back several
 8 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 9 these payments up until a certain date? Does your request include payments made on
 10 opening balance transactions, regardless of date, or balances as of June 30, 2005?

11 **INTERROGATORY NO. 14:**

12 See General Note. Vague as to the "original amount of the obligation", is this the amount
 13 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 14 of the obligation has varied over time, and the opening transactions may go back several
 15 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 16 these payments up until a certain date? Does your request include payments made on
 17 opening balance transactions, regardless of date, or balances as of June 30, 2005?

18 **INTERROGATORY NO. 15:**

19 See General Note. Vague as to the "original amount of the obligation", is this the amount
 20 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 21 of the obligation has varied over time, and the opening transactions may go back several
 22 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 23 these payments up until a certain date? Does your request include payments made on
 24 opening balance transactions, regardless of date, or balances as of June 30, 2005?

25 **INTERROGATORY NO. 16:**

26 See General Note. Vague as to the "original amount of the obligation", is this the amount
 27 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 28 of the obligation has varied over time, and the opening transactions may go back several

1 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 2 these payments up until a certain date? Does your request include payments made on
 3 opening balance transactions, regardless of date, or balances as of June 30, 2005?

4 **INTERROGATORY NO. 17:**

5 See General Note. Vague as to the "original amount of the obligation", is this the amount
 6 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 7 of the obligation has varied over time, and the opening transactions may go back several
 8 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 9 these payments up until a certain date? Does your request include payments made on
 10 opening balance transactions, regardless of date, or balances as of June 30, 2005?

11 **INTERROGATORY NO. 18:**

12 See General Note. Vague as to the "original amount of the obligation", is this the amount
 13 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 14 of the obligation has varied over time, and the opening transactions may go back several
 15 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 16 these payments up until a certain date? Does your request include payments made on
 17 opening balance transactions, regardless of date, or balances as of June 30, 2005?

18 **INTERROGATORY NO. 19:**

19 Since this account has had very few transactions, it is easy to answer without further
 20 clarification, as long as we assume that given that the account had a zero balance prior to
 21 the bill in question, you are not interested in the account detail for previous periods. If you
 22 are, there was a previous charge for insurance in the 2004 through 2005 period in the
 23 neighborhood of \$1000 to \$1300. For the period in question, (a) \$1013.03; (b)
 24 approximately June 2005, though bill date was July 2005; (c) not applicable; (d) 8/22/05,
 25 \$1013.03

26 **INTERROGATORY NO. 20:**

27 See General Note. Vague as to the "original amount of the obligation", is this the amount
 28 as of a specified date, or an earlier date? Since this is a longstanding account, the amount

1 of the obligation has varied over time, and the opening transactions may go back several
 2 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 3 these payments up until a certain date? Does your request include payments made on
 4 opening balance transactions, regardless of date, or balances as of June 30, 2005?

5 **INTERROGATORY NO. 21:**

6 See General Note. Vague as to the "original amount of the obligation", is this the amount
 7 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 8 of the obligation has varied over time, and the opening transactions may go back several
 9 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 10 these payments up until a certain date? Does your request include payments made on
 11 opening balance transactions, regardless of date, or balances as of June 30, 2005?

12 **INTERROGATORY NO. 22:**

13 See General Note. Vague as to the "original amount of the obligation", is this the amount
 14 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 15 of the obligation has varied over time, and the opening transactions may go back several
 16 years. Vague as to "the dates and amounts of all payments made on that obligation", are
 17 these payments up until a certain date? Does your request include payments made on
 18 opening balance transactions, regardless of date, or balances as of June 30, 2005?

19 **INTERROGATORY NO. 23:**

20 Since this is a quarterly bill it is always the same amount, and doesn't fluctuate, especially
 21 since the bill is always paid in full. During the 2005 calendar year, if I assume that you are
 22 looking for an opening balance, it would be: (a) \$550; (b) June 1, 2005; (c) not
 23 applicable; (d) payment in the amount of \$550 made on or about July, 2005

24 **INTERROGATORY NO. 24:**

25 See General Note. Vague as to the "original amount of the obligation", is this the amount
 26 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
 27 of the obligation has varied over time, and the opening transactions may go back several
 28 years. Vague as to "the dates and amounts of all payments made on that obligation", are

1 these payments up until a certain date? Does your request include payments made on
2 opening balance transactions, regardless of date, or balances as of June 30, 2005?

3 **INTERROGATORY NO. 25:**

4 See General Note. Vague as to the "original amount of the obligation", is this the amount
5 as of a specified date, or an earlier date? Since this is a longstanding account, the amount
6 of the obligation has varied over time, and the opening transactions may go back several
7 years. Vague as to "the dates and amounts of all payments made on that obligation", are
8 these payments up until a certain date? Does your request include payments made on
9 opening balance transactions, regardless of date, or balances as of June 30, 2005?

10 **INTERROGATORY NO. 26:**

11 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
12 In addition, See General Note. Vague as to the "original amount of the obligation", is this
13 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
14 the amount of the obligation has varied over time, and the opening transactions may go
15 back several years. Vague as to "the dates and amounts of all payments made on that
16 obligation", are these payments up until a certain date? Does your request include
17 payments made on opening balance transactions, regardless of date, or balances as of June
18 30, 2005?

19 **INTERROGATORY NO. 27:**

20 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
21 In addition, See General Note. Vague as to the "original amount of the obligation", is this
22 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
23 the amount of the obligation has varied over time, and the opening transactions may go
24 back several years. Vague as to "the dates and amounts of all payments made on that
25 obligation", are these payments up until a certain date? Does your request include
26 payments made on opening balance transactions, regardless of date, or balances as of June
27 30, 2005?

28 **INTERROGATORY NO. 28:**

1 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 2 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 3 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 4 the amount of the obligation has varied over time, and the opening transactions may go
 5 back several years. Vague as to "the dates and amounts of all payments made on that
 6 obligation", are these payments up until a certain date? Does your request include
 7 payments made on opening balance transactions, regardless of date, or balances as of June
 8 30, 2005?

9 **INTERROGATORY NO. 29:**

10 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 11 In addition, See General Note. Since this is an annual bill on a fixed payment schedule, it
 12 is easy to answer without clarification of your questions, as the opening amount or balance
 13 as of the original bill date would be the same as the balance of the original bill during the
 14 time frame of June 30, 2005: a) \$486.40; (b) 2/5/06, if we assume that payments for
 15 previous years, that were paid in full, are not desired here, as the net balance by mid-year
 16 was always zero; (c) not applicable; (d) 2/5/06, \$486.40.

17 **INTERROGATORY NO. 30:**

18 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 19 In addition, See General Note. Vague as to the "original amount of the obligation", is this
 20 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
 21 the amount of the obligation has varied over time, and the opening transactions may go
 22 back several years. Vague as to "the dates and amounts of all payments made on that
 23 obligation", are these payments up until a certain date? Does your request include
 24 payments made on opening balance transactions, regardless of date, or balances as of June
 25 30, 2005?

26 **INTERROGATORY NO. 31:**

27 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
 28 In addition, See General Note. Since this is an account with only two transactions, it is

1 easy for me to answer, despite the confusion elaborated on in the General Note.

2 (a) \$15,000; (b) 6/16/04; (c) not applicable; (d) interest payment on 5/17/05 in the amount
3 of \$900

4 **INTERROGATORY NO. 32:**

5 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.

6 In addition, See General Note. Vague as to the "original amount of the obligation", is this
7 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
8 the amount of the obligation has varied over time, and the opening transactions may go
9 back several years. Vague as to "the dates and amounts of all payments made on that
10 obligation", are these payments up until a certain date? Does your request include
11 payments made on opening balance transactions, regardless of date, or balances as of June
12 30, 2005?

13 **INTERROGATORY NO. 33:**

14 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.

15 In addition, See General Note. Vague as to the "original amount of the obligation", is this
16 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
17 the amount of the obligation has varied over time, and the opening transactions may go
18 back several years. Vague as to "the dates and amounts of all payments made on that
19 obligation", are these payments up until a certain date? Does your request include
20 payments made on opening balance transactions, regardless of date, or balances as of June
21 30, 2005?

22 **INTERROGATORY NO. 34:**

23 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.

24 In addition, See General Note. Vague as to the "original amount of the obligation", is this
25 the amount as of a specified date, or an earlier date? Since this is a longstanding account,
26 the amount of the obligation has varied over time, and the opening transactions may go
27 back several years. Vague as to "the dates and amounts of all payments made on that
28 obligation", are these payments up until a certain date? Does your request include

1 payments made on opening balance transactions, regardless of date, or balances as of June
2 30, 2005?

3 **INTERROGATORY NO. 35:**

4 Objection FRCP 33 provides that only 25 interrogatories may be propounded by a party.
5 In addition, See General Note.

6
7 Dated: December 5, 2006
8
9

10 By: 

11 M. Jonathan Hayes
12 Attorneys for Alleged Debtor
13 Francis J. Lopez
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1 M. Jonathan Hayes (Bar No. 90388)
2 **Law Office M. Jonathan Hayes**
3 21800 Oxnard St, Suite 840
4 Woodland Hills, California 91367
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6 Facsimile: (818) 710-3659
7 jhayes@polarisnet.net

8 **Attorneys for Alleged Debtor**
9 **Francis J. Lopez**

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UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

In re:

FRANCIS J. LOPEZ,

Alleged Debtor.

CASE NO.: 05-05926-PBINV

Involuntary Chapter 7

**RESPONSE TO REQUESTS FOR
ADMISSION PROPOUNDED TO
ALLEGED DEBTOR FRANCIS J.
LOPEZ (PHASE II)**

JUDGE: Hon. Peter W. Bowie
DEPT.: 4

PROPOUNDING PARTY: Petitioning Creditors

RESPONDING PARTY: Alleged Debtor Francis J. Lopez

SET NO.: ONE (1) / Phase II

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Admit you received no cash payments from NOVEON between January 1, 2005 and July 1, 2005.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

2 Deny.

3 **REQUEST FOR ADMISSION NO. 2:**

4 Admit that YOU were not employed by any PERSON or entity other than Noveon between
5 January 1, 2005 and July 31, 2005.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

7 Admit.

8 **REQUEST FOR ADMISSION NO. 3:**

9 Admit that you were not engaged as an independent contractor for any person or entity
10 other than NOVEON between January 1, 2005 and July 31, 2005.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

12 Deny.

13 **REQUEST FOR ADMISSION NO. 4:**

14 Admit that you had no contractual relationship of any kind that entitled you to receive
15 remuneration of any kind based upon services that YOU rendered at any time between
16 January 1, 2005 and July 31, 2005.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

18 Deny.

19 **REQUEST FOR ADMISSION NO. 5:**

20 Admit that with respect to the STANLY JUDGMENT, YOU never requested a stay of
21 enforcement pending YOUR appeal of that judgment.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

23 I don't know.

24 **REQUEST FOR ADMISSION NO. 6:**

25 Admit that at some time after June 14, 2004 and before June 14, 2005, the RESIDENCE
26 was refinanced.

27 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

28 Admit.

1 **REQUEST FOR ADMISSION NO. 7:**

2 Admit that YOU authorized Joseph Fischbach, as your attorney, to sign the stipulation that
3 caused Richard M. Kipperman to be appointed as the receiver of Prism in the PRISM
4 RECEIVERSHIP, a copy of which is attached hereto as Exhibit 1.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

6 I do not know how to answer. I agreed as CEO of Prism.

7 **REQUEST FOR ADMISSION NO. 8:**

8 Admit that YOU have not paid any of the fees that were awarded to Richard M.
9 Kipperman on account of services rendered and costs advanced in the PRISM
10 RECEIVERSHIP.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

12 Admit.

13 **REQUEST FOR ADMISSION NO. 9:**

14 Admit that YOU have filed no objection to any of the fees requested by Richard M.
15 Kipperman on account of services rendered and costs he has advanced in connection with
16 the PRISM RECEIVERSHIP.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

18 Admit.

19 **REQUEST FOR ADMISSION NO. 10:**

20 Admit that YOU signed as a guarantor on the obligations that Prism Advanced
21 Technologies, Inc. ("Prism") incurred under agreements "Equipment Lease Agreement" by
22 and between Herman Miller Capital as lessor and Prism Advanced Technologies as lessee.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

24 Deny.
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1 Dated: December 3, 2006
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By: 

M. Jonathan Hayes
Attorneys for Alleged Debtor
Francis J. Lopez

PROOF OF SERVICE

STATE OF CALIFORNIA
SOUTHERN DISTRICT

} ss.:
}

In re
Francis J. Lopez

Case No. 05-05926-PBINV

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 21800 Oxnard St. Suite 840, Woodland Hills, CA 91367.

On December 3, 2006 I served on interested parties in said action the within:
**RESPONSE TO REQUESTS FOR ADMISSION PROPOUNDED TO
ALLEGED DEBTOR FRANCIS J. LOPEZ (PHASE II)**

by placing a true copy thereof in sealed envelope(s) addressed as stated below.

L. Scott Keehn
Sarah H. Lanham
530 B Street, Suite 2400
San Diego, CA 92101
(And by email)

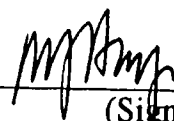
I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

Executed on December 3, 2006, at Woodland Hills, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

MJ Hayes

(Type or print name)



(Signature)

EXHIBIT 2

0259

KEEHN & ASSOCIATES

402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW
www.keehnlaw.com

PHONE: (619) 400-2200
FACSIMILE: (619) 400-2201

January 19, 2007

< VIA E-MAIL, FACSIMILE AND U.S. MAIL >

M. Jonathan Hayes
21800 Oxnard Street, Suite 840
Woodland Hills, California 91367
Facsimile: (818) 710-3659
Email: jhayes@polarisnet.net

Re: Follow-Up to Meet and Confer re: First Phase II Discovery Propounded to Francis J. Lopez
In re Francis J. Lopez (Bankruptcy Court Case Number: 05-05926)

Dear Mr. Hayes,

I am disappointed in, and regret having to formally notify you that we object to the fact we have not received any of the supplemental responses from your client Francis J. Lopez to our Phase II Discovery Requests that you promised during our telephonic meet and confer meeting on December 15, 2006, we would have by January 12, 2007. Let me remind you that during that conference you agreed that Mr. Lopez would provide supplemental responses to all of the following:

- (1) You would provide complete responses to the interrogatories with the understanding that:
 - (a) The phrase "original amount of obligation" shall be deemed to be the amount referred to as the amount due as of June 30, 2005;
 - (b) Where interrogatories address someone else's financial information, then Mr. Lopez would provide information that is responsive to the interrogatory to the extent that he has knowledge of such information; and,
 - (c) I acknowledged that the FRCP limit interrogatories to 25 without leave of Court (I had the California 35 limit on my mind); but we agreed that given the number of creditors whose payments were at issue, and the fact that there are two petitioning creditors, that leave was likely to be granted.
- (2) All responsive documents would be produced.

Please contact me at your earliest opportunity if there is any explanation justifying your client's failure to honor these commitments.

0260
EX 2

M. Jonathan Hayes
January 19, 2007
Page 2

Once we have satisfactory responses in the written discovery, we will need to schedule Mr. Lopez's deposition. We intend to file another Motion for Summary Judgment in this case, and therefore need to complete our Phase II discovery as soon as possible.

Finally, and at the risk of stating the obvious or appearing belligerent, I must also notify you that unless we receive all of the tardy responses by Wednesday January 24, 2007, (or a credible assurance that they will be produced by a date certain shortly thereafter), we will be filing a motion to compel supplemental responses and seek appropriate sanctions. We expect to have the motion filed on time to provide you with personal service at the status conference set for Monday January 29, 2007, at 10:00 a.m.¹

If you have any questions or comments pertaining to any of aspect of this matter, please contact me at your earliest opportunity.

Very Truly Yours,

KEEHN & ASSOCIATES, APC

L. Scott Keehn

Dictated by Mr. Keehn
but forwarded in his
absence to avoid delay.

cc: Client
109210/LSK/5311.01

¹ I wanted to advise you of this prospect in advance because: (a) I am mindful of and sensitive to your earlier protest to the Court over being surprised with personal service of something from our office almost every time you appear in the case; and, (b) I have no desire to cause anyone any unnecessary anxiety or annoyance.

PROOF OF SERVICE

I, Peggi Gross, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is 21800 Oxnard St., Suite 840, Woodland Hills, CA 91367. On June 12, 2007, I served the within documents:

by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

X by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.

.. by causing personal delivery by _____ of the document(s) listed above to the person(s) at the address(es) set forth below.

.. by placing the document(s) listed above in a sealed _____ envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a _____ agent for delivery


.. by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

L. Scott Keehn
Sarah H. Lanham
KEEHN & ASSOCIATES
402 West Broadway, Suite 1210
San Diego, CA 92101
AND BY EMAIL

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on June 12, 2007, at Woodland Hills, California.


Peggi Gross

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2 **KEEHN & ASSOCIATES**
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3 402 West Broadway, Suite 1210
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5 Attorneys for Petitioning Creditors

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7
8 **UNITED STATES BANKRUPTCY COURT**
9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**
10

11 In Re:

12 FRANCIS J. LOPEZ,
13 Alleged Debtor.
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Case No. 05-05926-PBINV

**REPLY TO OPPOSITION TO MOTION
FOR AN ENFORCEMENT ORDER:
(1) IMPOSING MONETARY SANCTIONS
AGAINST THE DEBTOR; AND
(2) IMPOSING EVIDENTIARY
SANCTIONS AGAINST THE DEBTOR**

[BIFURCATED PHASE II]

Date: June 25, 2007
Time: 10:30 a.m.
Judge: The Honorable Peter W. Bowie
Ctm: 4

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21 Petitioning Creditors respectfully submit the following Reply to the Opposition filed by
22 Alleged Debtor — Francis J. Lopez ("Lopez") — to the Motion for an Order from this Court:
23 (1) imposing monetary sanctions against Lopez in the amount of \$4,242; and (2) imposing
24 evidentiary sanctions against Lopez.

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I. INTRODUCTION

Lopez's defense to this Motion is that he has already produced what he believes is a sufficient amount of discovery to Petitioning Creditors, and if any other information is needed, it can be obtained from him at a deposition. Lopez then consents to the imposition of evidentiary sanctions against him in connection with Interrogatories 1, 3, and 4. He concludes by objecting to the additional requests for evidentiary sanctions as "absurd," and claims he can not adequately address Petitioning Creditors' concerns about his responses because he does not understand them. The Opposition fails to address the request for monetary sanctions. In sum, Lopez has failed to meet his burden of establishing that the requested discovery sanctions should not be imposed. Based on that failure, the evidentiary and monetary sanctions should be imposed as requested forthwith.

II. DISCUSSION

A. Evidentiary Sanctions Should Now Be Imposed.

Interrogatory No. 5, 6 & 11 These interrogatories required Lopez to identify cash received by his current wife, Madeleine Lopez (with whom he lives), during the period between January 1, 2005 and July 1, 2005; and provide information pertaining to the nature and scope of mortgage and other obligations owed to Lehman Brothers Bank – the lender who recorded a mortgage against the Florida residence which Lopez shares with his wife – and any payments made on those obligations. In his Opposition, Lopez states that he will not provide this information because involving his wife in this proceeding will only "exacerbate" the stress his family is already experiencing.¹ Obviously, personal and/or marital stress is a patently insufficient excuse for failing to comply with applicable discovery statutes.

Interrogatory Nos. 13, 15, 16, 17, 18, 22, 24, 27, 28, 30, 32 & 34. These Interrogatories requested information pertaining to the payments on obligations owed to the following creditors: American Express, Bank of America, Bank Card Services, Cingular, Citicard, Household Bank, Northwest Florida Daily News, Citibank/Quicken Platinum Card, Texaco, Verizon, Union Bank

¹ See, Opposition, page 4, lines 3 - 19.

1 and Thomas B. Gorrill. Specifically, the Interrogatories stated:

2 With respect to any or all debts that YOU OWED to [identified
3 creditor] as of June 30, 2005, IDENTIFY: (a) the original amount of
4 the obligation; (b) the date it was originally incurred; (c) the dates
5 upon which the amount those obligations increased and the amount
6 of such increases; and, (d) the dates and amounts of all payments
7 made on that obligation.

8 Lopez's opposition reiterates his original response to all of these Interrogatories — the
9 questions are too "vague" for him to understand. His opposition claims he has produced
10 everything he can possibly produce, but fails to explain, e.g.: (a) why his responses included
11 irrelevant information regarding post-petition payments which are not pertinent to this Phase of the
12 proceedings [Supplemental Response to Interrogatories 13, 17, 27, 28, 30, 32 & 34]; (b) what he
13 meant by his claim that there was "no way to determine" the information requested in
14 Interrogatory 15; and (c) his failure to identify what "records" he reviewed in response to
15 Interrogatories 16 and 24 which led him to conclude that he did not owe anything to creditors
16 Bank Card Services, and Northwest Florida Daily News on the Petition Date.

17 Given Lopez's continued failure to properly acknowledge, address and/or remedy the
18 inadequacies in his discovery responses, despite this Court providing him with ample time to do
19 so, it is now clear that compelling Lopez to provide further supplemental discovery responses
20 would be futile. Instead, evidentiary sanctions should be imposed which prohibit Lopez from
21 producing any evidence of any type – including testimonial or documentary, either proffered
22 directly or for impeachment purposes – of: (a) the obligations owed to: American Express, Bank of
23 America, Bank Card Services, Cingular, Citicard, Household Bank, Northwest Florida Daily
24 News, Citibank/Quicken Platinum Card, Texaco, Verizon, Union Bank and Thomas B. Gorrill as
25 of the Petition Date; and/or (b) any payments made on those obligations.²

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² *In re Heritage Bond Litigation*, 223 F.R.D. 527, 530 - 533 (Dist. Ct. C.D. Cal. 2004)

1 **B. The Deferred Monetary Sanctions Should Now Be Imposed.**

2 Lopez's Opposition fails to address Petitioning Creditors' renewed request for monetary
3 sanctions in the amount of \$4,242, except to complain that he feels the sanctions are intended to
4 "bleed Mr. Lopez to the maximum."³ Again, Lopez fails to acknowledge that the sanctions would
5 never have been requested in the first place if he had simply complied with his discovery
6 obligations, as ordered by this Court. Instead of complying, Lopez chose to continue to engage in
7 gamesmanship designed to hinder and delay inevitable discovery. Then, when this Motion calls
8 him to account for that misconduct, instead of addressing the problems and fixing them, he
9 responds by lamenting his perceived victimization. This Court should put an end to Lopez's
10 wasteful dramatics by imposing monetary sanctions against him, and allowing this case to be
11 processed forward.

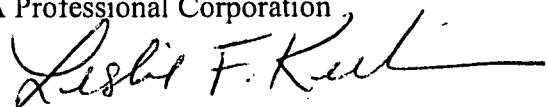
12 **III. CONCLUSION**

13 Based on all of the foregoing, Petitioning Creditors respectfully request that this Court
14 issue an Order imposing evidentiary sanctions, and monetary sanctions against Lopez in the
15 amount of \$4,242, as set forth in the proposed Order filed concurrently with the Motion (docket
16 item #105).

17
18 Dated: June 19, 2007

KEEHN & ASSOCIATES
A Professional Corporation

19
20
21 By:


//s// Leslie F. Keehn

Leslie F. Keehn

Attorneys for Petitioning Creditors

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See, Opposition, page 6, lines 6 -7.

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Document 111

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